



**\*\*AMENDED AGENDA  
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 11  
Council Chambers, City Hall

April 6, 2021  
5:30 O'Clock P.M.

**PLEDGE OF ALLEGIANCE**

A. ROLL CALL: Council Member Meyers, Berg, Dalbey, Roe, Stevens and Mayor Lazio.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 9 on March 16, 2021 and Special Meeting No. 10 on March 30, 2021 as presented.
2. Civil Service Commission Eligibility List for March 25, 2021 – Police Officer Entrance.
3. Approve the appointment of Barbara Codjoe to the full-time position of Director of Human Resources effective on or before April 12, 2021.
4. Approve the appointment of Rodney ReQuena to the full-time position of Police Officer effective on or about April 19, 2021.
5. Approve the appointment of Chase Crandall to the position of probationary firefighter.
6. Approve payment to Computer Information Systems, Inc. in the amount of \$19,831 for a one-year License Renewal & Maintenance Agreement for the Police Department's in-house computer software.
7. Approve the replacement of Air Conditioning and Furnace Units in the Public Works Building in the amount of \$14,000.
8. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and MAD JuSTus LLC d/b/a Mad Ave. Quick Shop (405 S. Madison St.)
9. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Casey's Marketing Company d/b/a Casey's General Store #2208 (1603 W. Second).
10. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Gas #1 (1027 North Quincy).
11. Approve Salvage Dealer's License renewals for the following: Rosenman's Inc., 902 E. Main St.; Karz Salvage LLC, 430 N. Forrest Ave.; Courtney Car Crushing & Scrap, 825 Hayne St.; Alter Metal Recycling, 404 N. Forrest Ave.; all applications pending final inspections.
12. Resolution No. 79-2021, authorizing renewal and administrative services agreement with Wellmark Blue Cross and Blue Shield of Iowa for health and dental insurance, for a period of July 1, 2021 through June 30, 2022; Avesis, a Guardian Company, for vision insurance, for a period of July 1, 2021 through June 30, 2022; and Symetra Life Insurance Company for life insurance, for a period of July 1, 2021 through June 30, 2023.
13. Resolution No. 80-2021, authorizing all budgeted transfers for Fiscal Year 2021 as presented by the Finance Department.
14. Beer and/or liquor applications for: Pizza Hut 1, 1247 Theater Drive; Las Palmas Bar & Grill, Inc., 321 East Second St.; all applications pending final inspections.
- \*\*15. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Elliott Oil Company d/b/a BP (720 Richmond).

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Make Ottumwa Shine, Code Enforcement, Nuisances
2. Local Humans Rights Commission Update

*All items on this agenda are subject to discussion and/or action.*

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to **three minutes or less**. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Anderson, Larkin & CO Engagement Letter

RECOMMENDATION: Authorize City Staff to work with Anderson, Larkin & CO on the FY21 Audit.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Rehabilitate Runway 4/22 for the Ottumwa Regional Airport Project.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 67-2021, approving the plans, specifications, form of contract and estimated cost for the Rehabilitate Runway 4/22 for the Ottumwa Regional Airport Project.

RECOMMENDATION: Pass and adopt Resolution No. 67-2021.

2. This is the time, place and date set for a public hearing on the option to consider a Renewal of Lease Agreement between the City of Ottumwa and the Iowa Department of Administrative Services for the CASA Program and lease of office space in the City Hall building located at 105 East Third Street.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 68-2021, approving the Renewal of Lease Agreement between the City of Ottumwa and the Iowa Department of Administrative Services for the Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA Program and authorizing the Mayor to sign.

RECOMMENDATION: Pass and adopt Resolution No. 68-2021.

3. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2021 Sidewalk Drop and Detectable Warning Installation Program.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 72-2021, approving the plans, specifications, form of contract and estimated cost for the 2021 Sidewalk Drop and Detectable Warning Installation Program.

RECOMMENDATION: Pass and adopt Resolution No. 72-2021.

4. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2021 Catch Basin Program.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 73-2021, approving the plans, specifications, form of contract and estimated cost for the 2021 Catch Basin Program.

RECOMMENDATION: Pass and adopt Resolution No. 73-2021.

5. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2021 Sanitary Utility Access Program.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 74-2021, approving the plans, specifications, form of contract and estimated cost for the 2021 Sanitary Utility Access Program.

RECOMMENDATION: Pass and adopt Resolution No. 74-2021.

6. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the River Wall Extension Project.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 75-2021, approving the plans, specifications, form of contract and estimated cost for the River Wall Extension Project.

RECOMMENDATION: Pass and adopt Resolution No. 75-2021.

7. This is the time, place and date set for a public hearing on the matter, the Ottumwa City Council finds that based upon evidence submitted by the City Attorney's Office, on Feb. 3, 2021, an employee of BW Gas & Convenience Retail d/b/a Yesway #1030, committed a violation of Iowa Code section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age and that this was a first violation of this statute.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 81-2021, order assessing penalty, 1<sup>st</sup> Violation, to BW Gas & Convenience Retail d/b/a Yesway #1030, to remit three hundred dollars (\$300.00) to the City on or before May 6, 2021 (30 days from the date of this Order), for the first violation of Iowa Code section 453A.2(1); failure to pay the civil penalty by this date shall automatically result in the suspension of the cigarette permit for a period of fourteen (14) days in addition to the \$300 fine.

RECOMMENDATION: Pass and adopt Resolution No. 81-2021.

**\*\*Removed G-8.**

9. This is the time, place and date set for a public hearing on proposed Ordinance No. 3181-2021, amending the Code of Ordinances by changing the zoning classification on property located at 105 South Vine Street in the City of Ottumwa, Wapello County, Iowa from C-3 Commercial Mixed-Use District to C-2 Community Commercial District.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Ordinance No. 3181-2021, amending the Code of Ordinances by changing the zoning classification on certain property located at 105 South Vine Street in the City of Ottumwa, Wapello County, Iowa from C-3 Commercial Mixed-Use District to C-2 Community Commercial District.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3181-2021.

**H. RESOLUTIONS:**

1. Resolution No. 69-2021, removing a special assessment for delinquent sewer fees applied to 1653 S. Milner St on Resolution No. 107-2020.

RECOMMENDATION: Pass and adopt Resolution No. 69-2021.

2. Resolution No. 70-2021, removing a special assessment for delinquent refuse fees applied to 1653 S. Milner St. on Resolution No. 108-2020.

RECOMMENDATION: Pass and adopt Resolution No. 70-2021.

3. Resolution No. 71-2021, addressing a Notice of Assignment of Contract Funds and Authorizing the Mayor to sign Letter of Acknowledgement on the Johnson Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 71-2021.

4. Resolution No. 76-2021, award the contract for the 2021 RFP#3, Eisenhower Pedestrian Bridge Repair to Boulder Contracting, LLC of Grundy Center, Iowa, in the amount of \$85,500.

RECOMMENDATION: Pass and adopt Resolution No. 76-2021.

5. Resolution No. 77-2021, approving the Professional Services Agreement between the City of Ottumwa and Willett Hofmann and Associates, Inc. for the 2021 City Hall Improvements Project and authorize the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 77-2021.

6. Resolution No. 78-2021, approving Change Order No. 1 and accepting the work as final and complete for the Fox Sauk & North Court Intersection Project.

RECOMMENDATION: Pass and adopt Resolution No. 78-2021.

**I. ORDINANCES:**

**J. PUBLIC FORUM:**

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

## K. PETITIONS AND COMMUNICATIONS

### ADJOURN

**\*\*\* It is the goal of the City of Ottumwa that all City Council public meetings are accessible to people with disabilities. If you need assistance in participating in City Council meetings due to a disability as defined under the ADA, please call the City Clerk's Office at (641) 683-0621 at least one (1) business day prior to the scheduled meeting to request an accommodation. \*\*\***

**\*\* AMENDED – removed Resolution No. 82-2021, a Public Hearing order assessing penalty, 1<sup>st</sup> violation, to Elliott Oil Company d/b/a BP that was Item G-8 and added Item B-15, Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Elliott Oil Company d/b/a BP (720 Richmond).**



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 4/5/2021 TIME: 9:00 AM NO. OF PAGES 6  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: AMENDED Agenda for the Regular City Council Meeting #11 to be held on 4/6/2021 at 5:30 P.M.

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- 9. This is the time, place and date set for a public hearing on proposed Ordinance No. 3181-2021, amending the Code of Ordinances by changing the zoning classification on property located at 105 South Vine Street in the City of Ottumwa, Wapello County, Iowa from C-3 Commercial Mixed-Use District to C-2 Community Commercial District.
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# Item No. B.-1.

## OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 9  
Council Chambers, City Hall

March 16, 2021  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

Present were Council Member Roe, Stevens, Meyers, Dalbey and Mayor Lazio.  
Council Member Berg was absent.

Meyers moved, seconded by Roe to approve the following consent agenda items: Mins. from Special Mtg. No. 7 on Feb. 26, 2021 and Reg. Mtg. No. 8 on March 2, 2021 as presented; Ack. Feb. financial rpt. and pymt. of bills as submitted by the Finance Dept.; Recommend appointment of Amy Gardner to the Civil Service Commission, term to exp. 4/5/25 due to a vacancy; Approve appointment of Duke Ball to full-time position Dir. of Airport Operations for Ottumwa Reg. Airport, effective on or before March 18, 2021; Appointment of David Cronin and Chris Kenly to probationary firefighter; Award Janitorial Contract for the Law Enforcement Center to Dixie's Cleaning Service for 15 months with option to extend an add'l 12 months; Approve purchase of auto starting system for the Caterpillar engine at Orchard Pump Station from Motion Industries for \$14,629.39; Approve purchase of Traffic Signal Microwave Detection System from MoboTrex for \$22,215; Approve purchase of equip. needed for sludge pressing at WPCF, totaling \$14,500; Approve emergency replacement of one Fairbanks pump from Zimmer & Francescon, Inc. of Moline, IL, for \$8,574 for the OADC lift station; Approve purchase of 5 gates from Hydro Gate for the Vertical Loop Reactor at the WPCF totaling \$29,468; Res. No. 54-2021, approving two yr lease Agt. between City and Ottumwa Saddle Club; Res. No. 56-2021, approving contract, bonds, and cert. of insurance for the Apron Improvements Project at Ottumwa Reg. Airport; Res. No. 57-2021, approving contract, bonds, and cert. of insurance for the Woodland Ave Reconstruction Project; Res. No. 61-2021, setting April 6, 2021 as the date of a public hearing on the option to consider a three yr. extension of Lease Agt. between the City and IA Dept. of Admin. Services; Res. No. 62-2021, adopt Engagement Agt. with Ahler's & Cooney, P.C. to incorporate legal matters related to Ottumwa Reg. Airport; Res. No. 65-2021, auth. pymt for renewal of City liability and property insurance for March 15, 2021-2022 term in the amt. of \$514,291; Beer and/or liquor applications: none. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Dalbey to approve the agenda as presented. Motion carried 4-0 vote. Council Member Berg was absent.

Diane Haas presented ck from BVC, Inc. for \$150,000. The 2020 BVC Annual Rpt. will be presented at a later date.

City Admin. Rath reported on Municipal Budget and Fund Accounting. Municipal operations are segregated into a variety of acts. or funds; with each fund considered a separate, self-balancing entity; dollars do not freely flow from one fund to another and the "Fund Balance" does not represent the cash position of the fund

He also reported on the vacant Dir. of Planning and Zoning Position. Looking at changing the title to reflect Dir. of Community Development with a focus on housing, arts and culture, diversity, equity inclusion.

City Admin. Rath stated consideration of pending IA State Legislation impacting Ottumwa; HF555 – natural gas/propane reg., could have negative consequences on future gas franchise agts; HSB194 – taxing

and refinance; limit all future TIF districts; HF797 – MFPRSI – 411 benefits presumption for COVID incidents could have potential long term cost to the City.

Blackbird Project Update - Provision in contractual agt. that the City can suspend their tax rebate due to zero progress on the project. Original deadline for development was 12/31/2023; with an executed amendment that extends this to 2024.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. There were none.

Roe moved, seconded by Meyers to accept the bid for a John Deere 1575 Front Mount Mower with Comfort Cab from Sinclair John Deere for the Parks Dept. in the amount of \$38,049.49. Park & Rec Dir. Rathje reported this mower will replace mower #48. Motion carried 4-0 vote. Council Member Berg was absent.

Meyers moved, seconded by Roe to accept the bid for a John Deere 1600 Turbo Series 3 Wide Area Mower from Sinclair John Deere for the Parks Dept. in the amount of \$59,975.81. Park & Rec Dir. Rathje reported this mower will replace mower #151. Motion carried 4-0 vote. Council Member Berg was absent.

Meyers moved, seconded by Roe to approve the lease agt. for approx. 730 sq. ft. of office space at City Hall, Room 201A and 201B, 105 E. Third St., Ottumwa, IA 52501, with US Rep. Mariannette Miller-Meeks. City Admin. Rath reported this lease will run through Jan. 2, 2023. Motion carried 4-0 vote. Council Member Berg was absent.

PW. Dir. Seals reported on IDOT cost share for work on Hwy 149 300' North of Woodland Ave. IDOT est. cost for project \$89,000; with letting and construction to start in 2022.

This was the time, place and date set for a public hearing on the disposal of city owned property described as the South 75 ft. of Lots 10, 11, and 12 in Blk 2 in Manning's Second Add. to the City of Ottumwa, Wapello County, IA commonly known as 210 S. Van Buren. Interim Dir. /Planner Simonson reported Ms. Paulos offered the City \$500 for a vacant lot that she intends to construct a new dwelling. She will sign a development agt. stipulating that a new dwelling will be constructed within 3 yrs. or the City may request the return of the property. No objections were recd. Meyers moved, seconded by Roe to close the public hearing. Motion carried 4-0 vote. Council Member Berg was absent.

Dalbey moved, seconded by Stevens that Res. No. 48-2021, accepting the offer and approving the sale of City owned property described as the South 75 ft. of Lots 10, 11, and 12 in Blk 2 in Manning's Second Add. to the City of Ottumwa, Wapello County, IA commonly known as 210 S. Van Buren, to Paula Paulos for \$500, be passed and adopted. Motion carried 4-0 vote. Council Member Berg was absent.

This was the time, place and date set for a public hearing on the disposal of city owned property described as the Southwest 66 ft. off the Southeast 54.25 ft. of the Northeast 132 ft. of Lot 10 in Hinsey and Hedrick's Add. to the City of Ottumwa, Wapello County, IA commonly known as 111 N. Clay. Interim Dir. /Planner Simonson reported one bid was recd from Scott Ridgway for \$5,000 on March 9, 2021. No objections were recd. Roe moved, seconded by Meyers to close the public hearing. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Meyers that Res. No. 50-2021, accepting the offer and approving the sale of City owned property commonly known as 111 N. Clay, to Scott Ridgway for \$5,000, be passed and adopted. Motion carried 4-0 vote. Council Member Berg was absent.

This was the time, place and date set for a public hearing on the proposed adoption of the 2022 City Budget. Finance Dir. Mulder reported the City will decrease the total tax levy rate to \$22.22 which is a reduction of almost 24 cents. By FY25, we should be able to bond and pay in full our debt service levy annually; if you recall, we just completed some bond issuances that provided some relief to our general fund that will also fund CIP and street projects. No objections were recd. Dalbey moved, seconded by Roe to close the public hearing. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Dalbey that Res. No. 55-2021, adopting the annual budget for the fiscal yr. ending June 30, 2022, be passed and adopted. Motion carried 4-0 vote. Council Member Berg was absent.

This was the time, place and date set for a public hearing approving the plans, specs, form of contract and est. cost for the Operations Roof Replacement Project at the WPCF. PW Dir. Seals reported bids will be opened on April 14, 2021 with construction expected to commence on or about June 1, 2021. Engineer's opinion of cost \$85,000. No objections were recd. Dalbey moved, seconded by Meyers to close the public hearing. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Meyers that Res. No. 58-2021, approving the plans, specs, form of contract and est. cost for the WPCF - Operations Reroofing Project, be passed and adopted. Motion carried 4-0 vote. Council Member Berg was absent.

This was the time, place and date set for a public hearing on proposed Ord. No. 3179-2021, amending the Code of Ord. by changing the zoning classification on certain property located at 1815 W. Second St. in the City of Ottumwa, Wapello County, IA from C-1, Neighborhood Commercial Dist. to C-2, Community Commercial Dist. Interim Dir./Planner Simonson reported rezoning of this property will allow the applicant to expand convenience storage operation at 1839 W. Second. No objections were recd. Dalbey moved, seconded by Stevens to close the public hearing. Motion carried 4-0 vote. Council Member Berg was absent.

Meyers moved, seconded by Dalbey to pass the first consideration of Ord. No. 3179-2021, amending the Code of Ord. by changing the zoning classification on certain property located at 1815 W. Second St. in the City of Ottumwa, Wapello County, IA from C-1, Neighborhood Commercial Dist. to C-2, Community Commercial Dist. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Stevens to waive the second and third considerations, pass and adopt Ord. No. 3179-2021. Motion carried 4-0 vote. Council Member Berg was absent.

This was the time, place and date set for a public hearing on proposed Ord. No. 3180-2021, amending the Code of Ord. by changing the zoning classification on certain property located at 420 Minneopa in the City of Ottumwa, Wapello County, IA from R-1, Single-Family Residential Dist. (Low Density) to R-4 Multiple Family Residential Dist. (Medium Density). Interim Dir./Planner Simonson reported the applicant is interested in purchasing the property at 420 Minneopa including the former church bldg. on condition that it can be rezoned to permit up to 8 dwelling units for multiple-family use. The former church property is in a similar position to other former church properties throughout the city. It is too large for single-family residential use and there are very limited options for other uses that are harmonious with the surrounding development. Multiple-family use is one of the few options for the cont. use of the

bldg. and redevelopment for this use will avoid the property becoming a source of blight. The Future Land Use Plan designates this property as suitable for Low Density Residential. R-4 classification is not compatible with Low Density Residential Land Use in the Future Land Use Plan adopted with Our Ottumwa 2040 Comp. Plan. The best course of action for resolving a discrepancy between the plan and City action is to amend the plan. Staff will create a list of amendments to the Future Land Use Plan to be considered at the Dec. Planning mtg. and then at Council. Simonson also discussed the concerns brought to P&Z on this rezoning (congested traffic on a narrow residential st., decreased property values, excess noise and trash in the neighborhood). Tim Hall, wants to purchase the property and develop apartments; projected 4 apartments on upper level rent \$900-\$1,000/month; 3 apartments on lower level will be \$750-800 range. No objections were recd. Stevens moved, seconded by Meyers to close the public hearing. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Meyers to pass the first consideration of Ord. No. 3180-2021, amending the Code of Ord. by changing the zoning classification on certain property located at 420 Minneopa in the City of Ottumwa, Wapello County, IA from R-1, Single-Family Residential Dist. (Low Density) to R-4 Multiple Family Residential Dist. (Medium Density). Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Dalbey to waive the second and third considerations, pass and adopt Ord. No. 3180-2021. Motion carried 4-0 vote. Council Member Berg was absent.

Meyers moved, seconded by Dalbey that Res. No. 59-2021, award the contract for RFP#1 – City Hall Light Court Tuck-point and Sealing Project to E & H Restoration of Davenport, IA in the amt of \$73,234, and auth. the Mayor to sign the contract, be passed and adopted. PW Dir. Seals reported six bids were recd. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Meyers that Res. No. 60-2021, auth. the Mayor to execute seven (7) Permanent Easements and one (1) Temp. Construction Easement Agt. for Construction and Maint. of Public Improvements for the Woodland Ave Reconstruction Project, be passed and adopted. PW Dir. Seals reported this project consists of the E. Woodland Ave. from Court St. to approx. 1,100 LF east. This area is in the Ph. VIII Div. 3D area and will be designed to allow the sanitary to be connected in the future without removing any of the newly installed pavement. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Dalbey that Res. No. 63-2021, award temp compensation related to perf. and add'l duties regarding the vacant Dir. of Planning and Zoning position. City Admin. Rath reported City Planner Simonson has agreed to assume a majority of the responsibility in addition to his current role. To compensate for the additional degree of responsibility during this temp. period, staff is recommending an hourly wage adjustment of \$8.50 (\$340/week). Motion carried 4-0 vote. Council Member Berg was absent.

Dalbey moved, seconded by Roe that Res. No. 64-2021, approve the contract with Marco Technologies, LLC to replace the City's phone system, in the amount of \$122,933.64 and auth. the Mayor to sign, be passed and adopted. IT mgr. Wilson reported a few adjustments to the original RFP as submitted have occurred, increasing the total by \$6,572. Motion carried 4-0 vote. Council Member Berg was absent.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. There were none.

There being no further discussion, Mayor Lazio called the meeting to recess at 6:56 P.M.

Council will reconvene in Room 108 for closed session proceedings.

\*\*\*\*\*

REGULAR MEETING NO. 9  
Room 108, City Hall

March 16, 2021  
7:05 O'Clock P.M.

The meeting reconvened at 7:05 P.M.

Present were Council Member Stevens, Meyers, Dalbey, Roe and Mayor Lazio.  
Council Member Berg was absent.

Roe moved, seconded by Dalbey to enter closed session in accordance with the IA Code Section 21.5(1) (i). ("To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.") for the purpose of conducting the City Clerk's performance evaluation. Motion carried 4-0 vote. Council Member Berg was absent.

The meeting entered closed session at 7:06 P.M.

\*\*\*\*\*


Meyers moved, seconded by Roe to return to open session at 7:51 P.M. Motion carried 4-0 vote. Council Member Berg was absent.

Roe moved, seconded by Dalbey to increase the City Clerk's salary 2% effective July 1, 2021 and increase salary by \$2,500 immediately upon receipt of City Clerk Certification from IMFOA. Motion carried 4-0 vote. Council Member Berg was absent.

There being no further business, Roe moved, seconded by Dalbey that the meeting adjourn. Motion carried 4-0 vote. Council Member Berg was absent.

Adjournment was at 7:53 P.M.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

## OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 10  
Council Chambers, City Hall

March 30, 2021  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

Present were Council Member Stevens, Meyers, Berg, Dalbey and Mayor Lazio.  
Council Member Roe was absent.

Also present were City Admin. Rath, PW Dir. Seals, Finance Dir. Mulder, Nick Brown and Brenda Plantz with MJB&A, Madison Dias (via Zoom) with Envisio.

Meyers moved, seconded by Berg to approve the agenda as presented. Motion carried 4-0 vote. Council Member Roe was absent.

Mayor Lazio inquired if anyone from the audience wished to address an item on the agenda. There were none.

Dalbey moved, seconded by Stevens that Res. No. 66-2021, setting April 6, 2021 as the date of a public hearing approving the plans, specs, form of contract, est. cost and letting for the Rehabilitate Runway 4/22 Project for the Ottumwa Regional Airport, be passed and adopted. City Admin. Rath reported in order to have this project fully funded by FAA, we must approve the project on a tight timeline; plans have been put together by Kirkham Michael and we hope to award on May 4, 2021. Motion carried 4-0 vote. Council Member Roe was absent.

Meyers moved, seconded by Berg to Consider Master Services Agt. with Envisio for a Cloud-Based Planning and Performance Mgmt. Solution. City Admin. Rath introduced Marshal Dias who presented for Envisio. A performance solution that shows city deliverables in real time; cloud-based solution designed for the public sector to help build trust with stakeholders by executing plans, tracking and improving performance, and communicating results; annual subscription fee is \$20,000 for two plans and unlimited users; for each additional plan (over 2) there is a \$2,500 price; one-time set up fee \$5,000; City Admin. Rath has negotiated an additional plan in the base price, which will include Our Ottumwa Comprehensive Plan, the Strategic Plan and a Capital Improvement Plan; looking to hire a Dir. of Community Development who will be the main point person in this process; initial 2 yr. commitment per contract; plan to apply for a community grant through Legacy Foundation for the \$5,000 start-up fee. Motion carried 4-0 vote. Council Member Roe was absent.

FY22 Health Insurance Renewal Work Session. Nick Brown of Mark J. Becker & Associates presented on health insurance, vision, dental and life. Medical: no change to plan design, needed renewal increase 11.46%, network and formulary changes reduce increase by 8.58%, actuarially aligning tiering. Dental: consolidating from two plans to one, premiums not increasing, but actuarially realigning. Ancillary: voluntary vision enhancements for members, life/AD&D 2-yr. RG, no rate change, no benefit change, FSA Maximums remain unchanged health \$2,750 and dep. Care \$5,000. Current plan is Alliance Select; looking to switch to Blue Choice.

Finance Dir. Mulder reported we will continue working with MJB&A and would like to bring this to council for approval at the next mtg. 4/6/2021; will send this presentation out to dept. heads to roll out to staff and will be available to field any questions about the changes. When we approved the FY22 budget and set tax levies, we did not increase the 11% as what was shown in the renewal without any changes to our plan, in anticipation of going with the renewal alternative with 1.9% increase. This could save tax payers around \$810,000 for FY22 with both plan changes (current employees & retirees).

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. There were none.

There being no further business, Dalbey moved, seconded by Stevens that the meeting adjourn. Motion carried 4-0 vote. Council Member Roe was absent.

Adjournment was at 6:29 P.M.



ATTEST:

*Christina Reinhard*

Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

*Tom X. Lazio*  
Tom X. Lazio, Mayor

**OTTUMWA CIVIL SERVICE COMMISSION**

**POLICE OFFICER – Entrance Eligibility List**

1. Jaylan Jones
2. Rodney Requena
3. Miguel Torres-Arizaga
4. Brandi Lloyd
5. Jerica Ingle

Certified March 25, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner



**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Apr 6, 2021

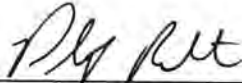
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of Barbara Codjoe to the full-time position of Director of Human Resources for the City of Ottumwa.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Approve the appointment of Barbara Codjoe to the full-time position of Director of Human Resources for the City of Ottumwa effective on or before April 12, 2021 starting at an annual salary of \$75,000.

DISCUSSION: The appointment of Mrs. Codjoe brings a wealth of HR related knowledge to the City. Additionally, Codjoe has extensive experience related to employee management and will be an instant asset to the City. The starting salary is set at \$75,000 with an additional \$5,000 following six months and \$5,000 six months after that date. The starting salary and hours will be prorated at 80% until July 1, 2021. Due to the knowledge, skill, and ability and in consideration of an offset to beginning compensation, Codjoe will be credited with forty hours of vacation and an equivalent "years of service" providing for the accrual rate of two weeks vacation time at hire - moving to an accrual of three following the first year.

Source of Funds:


Budgeted Item:  Budget Amendment Needed:


**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Apr 6, 2021

Police  
Department

Karen Bumsted  
Prepared By  
  
Department Head

  
City Administrator Approval

AGENDA TITLE: Approve the Police Department appointment of Rodney ReQuena as Police Officer.

\*\*\*\*\*  
 \*\*Public hearing required if this box is checked.\*\*  \*\*\*The Proof of Publication for this Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be included in the agenda.\*\*\*

RECOMMENDATION: Approve the appointment of Rodney ReQuena to the position of Police Officer effective on or about April 19, 2021.

DISCUSSION: The appointment of Rodney ReQuena will fill an opening caused by the retirement of Chief McAndrew. This appointment is pending test results. The ILEA academy begins May 5, 2021.

ReQuena is on the current civil service list and this position is included in the 2020/2021 Police Department budget.

Source of Funds: 001-110-6010

Budgeted Item:  Budget Amendment Needed: No

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: April 6<sup>th</sup>, 2021

Fire  
Department

Tony Miller  
Prepared By  
*Tony Miller*  
Department Head

AGENDA TITLE: Appointment of Chase Crandall to the position of probationary firefighter.

*[Signature]*  
\_\_\_\_\_  
City Administrator Approval

\*\*\*\*\*  
PURPOSE: Appointment of Chase Crandall to the position of probationary firefighter on successfully passing his pre-employment physicals.

RECOMMENDATION: Approve the recommendation.

DISCUSSION: The fire department is one position short. Chase will be hired from the Certified Civil list that will expire February 24<sup>th</sup>, 2023.

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Apr 6, 2021

Police  
Department

Karen Bumsted  
Prepared By  
Chad Farrington  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Approve the payment to Computer Information Systems, Inc. in the amount of \$19,831.00 for a one year License Renewal and Maintenance Agreement for the Police Department's in-house computer software.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the document will be placed on the agenda.

RECOMMENDATION: Approve payment to Computer Information Systems, Inc. in the amount of \$19,831.00.

DISCUSSION: The Police Department purchased the software for its in-house computer system in 2002. Once the warranty period expired, the department began purchasing license renewals and maintenance agreements on an annual basis. The \$19,831.00 covers both the license renewal and the maintenance agreement/updates.

Computer Information Systems Inc.  
 7840 Lincoln Avenue  
 Skokie, IL 60077  
 www.cis.com  
 847-673-7804 (fax)

## Annual License Renewal Invoice

DATE	INVOICE #
3/1/2021	237080

BILL TO
Ottumwa Police Dept. 330 W. Second Street Ottumwa, IA 52501

SHIP TO

P.O. NUMBER	DUE DATE	LICENSE NR
	3/2/2021	280

DESCRIPTION	Start Date	End Date	QUANTITY	PRICE EACH	AMOUNT
CIS Systems Maintenance and Support	3-2-2021	3-1-2022		19,831.00	19,831.00

*Forefront of Innovation and Customer Satisfaction when you need it most.*

<b>Total</b>	\$19,831.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$19,831.00

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

Kelly Blankenship

Prepared By

Central Garage

Department

Larry Seals CC

Department Head

City Administrator Approval

AGENDA TITLE: Replacement of Air Conditioning and Furnace Units in the Public Works Building for the amount of \$14,000.00.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\*

RECOMMENDATION: Approve the replacement of Air Conditioning and Furnace units for the Public Works facility in the amount of \$14,000.00.

DISCUSSION: The Public Works Building is cooled by two (2) Air Conditioning units and heated by two (2) furnaces. One (1) of the AC units has failed completely and the other has become trouble prone. The Air Conditioner & Furnace units are 26 years old (installed in 1995) and are reaching the end of their useful life span. The original plan was to replace just one (1) Air Conditioning unit and (1) Furnace unit. Because the second Air conditioning unit has now become troublesome, the plan is to replace both Air Conditioners and Furnaces with High Energy Efficient units.

Quotes were solicited for two 3 phase, 5 ton Air Conditioner Units and two 96% efficiency 100,000 BTU Furnaces. C&J Investment (Jack Enloe) provided the lowest competitive cost at \$14,000.00. The Air conditioner units have an industry standard 5 year manufactures parts warranty and the Furnace Units have a 10 year parts and unit replacement warranty.

There is currently \$12,000 budgeted towards this purchase. A budget amendment is needed to increase the request to \$14,000.00. It is anticipated that the City will receive an Alliant Energy rebate.

Source of Funds: Central Garage

Budgeted Item: Yes

Budget Amendment Needed: Yes

C&J INVESTMENT  
1020 INGERSOLL  
OTTUMWA, IA 52501

# Estimate

Date	Estimate #
4/1/2021	6

Name / Address
CITY OF OTTUMWA ELECTRICAL SHOP 550 GATEWAY DR. OTTUMWA, IOWA 52501

			Project
Description	Qty	Rate	Total
2, 100,000 BTU 96% FURNACES GOODMAN MODEL# GMES961005CN		4,600.00	4,600.00
2, 5TON 3PHASE CONDENSERS DAIKIN MODEL# DX13SA0603		5,200.00	5,200.00
2, 5TON COILS GOODMAN MODEL# CAPF4961C6		2,000.00	2,000.00
FREON LINES		400.00	400.00
LABOR TO INSTALL		1,800.00	1,800.00
<b>Total</b>			<b>\$14,000.00</b>

**Proposal**  
**Hindman / Person**  
**Heating & Air Conditioning**  
 637 West 2<sup>nd</sup> Street  
 Ottumwa, IA 52501  
 (641) 682-3922

Proposal Submitted To:  
**OTTUMWA PUBLIC WORKS**  
**ATTN: DAN CROSSMAN**  
 Street  
**550 GATEWAY DR.**  
 City, State and Zip  
**OTTUMWA, IA 52501**  
 Architect:

Phone \_\_\_\_\_ Date **3-12-21**

Job Name \_\_\_\_\_

Job Location \_\_\_\_\_

Date of Plans \_\_\_\_\_

Job Phone \_\_\_\_\_

We hereby submit specifications and permits for:

ALL MATERIALS, LABOR, ELECTRICAL & PERMITS FOR THE FOLLOWING:

(2) AMANA, 96%, 100,000 BTU FURNACES AND (2) AMANA, 5 TON, 3 PHASE AIR CONDITIONERS WITH MATCHING COILS.

TOTAL PRICE.....\$18,600.00

THANK YOU FOR YOUR CONSIDERATION.....FLETCHER

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature 

Note: this proposal may be withdrawn from us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



GMSS96  
SINGLE-STAGE GAS FURNACE

HIGH-EFFICIENCY, MULTI-SPEED

UP TO 96% AFUE PERFORMANCE

Upflow/Horizontal



Air Conditioning & Heating



Thank goodness  
for Goodman.



At Goodman, we believe in American dependability. Units are designed, engineered and assembled in the U.S.A.





Goodman is one of the biggest names in home heating and energy-efficient home comfort. That's because Goodman lives up to its name in a big way, with time-tested energy-efficient technology, highly-durable materials and spot-on manufacturing. So, no matter where you live or whether your home is small or large, Goodman probably has a gas furnace to help keep your home warm and comfortable.

### Goodman is a brand you can really warm up to.

The best gas furnace is the kind you don't have to think or worry about. It comes on the moment you need it and then runs quietly and efficiently all winter long as needed. The Goodman GMSS96 is loaded with features designed to provide outstanding performance for years to come. We use advanced techniques and materials so you know the cozy, even heat you feel in every corner of your home is an energy-efficient warming trend that's designed to stay for many years.

### Don't high utility bills make you hot under the collar?

High heating bills burn us up, too. Our complete line of gas furnaces are priced to help add comfort to your budget from a local independent dealer. And that's only the beginning. We want you to smile every time you open your utility bill, so we design into our units proven energy-efficient technology.

### Taking pride in our company heritage.

Goodman® brand heating and cooling systems are designed to provide refreshingly affordable and energy-efficient indoor comfort solutions using advanced technology. But the company ultimately adheres to some old-fashioned values too. Goodman believes in the integrity of the American worker. That's why Goodman brand heating and cooling systems are designed, engineered and assembled in the United States.

Experience reliable indoor comfort for everyone in your home winter after winter after winter.

**Goodman**

Air Conditioning & Heating





## A LOT GOES INTO EVERY GOODMAN® BRAND GMSS96 GAS FURNACE

### The art of precision

**Aluminized Steel Tubular Primary Heat Exchanger** – Distinctive tubular aluminized steel construction formed using wrinkle-bend technology results in an extremely durable heat exchanger. Paired with a stainless-steel secondary heat exchanger, this combination provides reliability, durability and efficiency.

**Efficient and Quiet Multi-Speed Circulator Motor** – Provides quiet system startup and shutdown with highly-efficient performance.

**Goodman gas furnaces simply work the way they're supposed to, making each one a thing of beauty.**

**Durable Silicon Nitride Igniter** – Eliminates the need for an energy-wasting pilot light.

**Quiet, Single-Speed, Induced-Draft Blower** – Provides precise control and enhanced energy-efficient performance as compared to a natural draft furnace.

**Self-Diagnostic Control Board** – Continuously monitors the system for consistent, reliable operation, stores last diagnostic codes in memory and indicates condition through LED for quick troubleshooting.

**Thermally-Insulated Cabinet** – The fully insulated cabinet means air leakage of less than 2% to maximize the heat transfer efficiency and lower blower noise.

### COMPONENT UPGRADE OFFERS BETTER PERFORMANCE

The aluminized steel, tubular primary heat exchanger featured in Goodman brand gas furnaces is likely the most essential component in a gas furnace's performance. This distinctive heat exchanger employs wrinkle-bend technology which was developed to deliver extraordinary durability and long-term reliability.



When your current furnace breaks, it's good to know that your local, independent Goodman® brand contractor has financing options available to help defray what might be considered an emergency purchase for your home.

Thank goodness for Goodman®



## COUNT ON OUTSTANDING LIMITED WARRANTY\* PROTECTION

**10 YEAR** UNIT REPLACEMENT LIMITED WARRANTY\*

**LIFETIME** HEAT EXCHANGER LIMITED WARRANTY\*

**10 YEAR** PARTS LIMITED WARRANTY\*

\* Complete warranty details available from your local dealer or at [www.goodmanmfg.com](http://www.goodmanmfg.com). To receive the 10-Year Unit Replacement Limited Warranty, Lifetime Heat Exchanger Limited Warranty (good for as long as you own your home) and 10-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Online registration is not required in California or Quebec.

### EXTENDED SERVICE PLANS AVAILABLE

For even greater peace-of-mind, ask your dealer or visit our website at [www.goodmanmfg.com](http://www.goodmanmfg.com) for more details about Asure™, an affordable Parts and/or Labor Extended Service Plan for your entire Goodman™ brand HVAC system.

**Asure**  
EXTENDED SERVICE PLAN

Ask your dealer for full details.

### PERFORMANCE

UP TO  
**96%**  
AFUE

The 96% AFUE rating on this gas furnace means that 96 cents of every energy dollar warms your home. The Department of Energy (DOE) established the AFUE (Annual Fuel Utilization Efficiency) system to calculate the annual operating cost of residential gas furnaces.

Independent, dependable, courteous,  
prompt, honest, highly-skilled and  
respectful of you and your home. That's why  
all the time homeowners say,

"These guys are good – really good."



### Why does Goodman have such a large fan base?

Many of your neighbors may have discovered that a reliable and energy-efficient home comfort system doesn't have to cost a fortune. Goodman® brand whole-house systems feature many of the latest and greatest money-saving technology benefits that we can offer. They are designed and engineered to run quietly and pretty much worry-free.

ONCE YOU CHOOSE THE **GOODMAN® BRAND**, YOU'LL PROBABLY BE A FAN FOR LIFE.



YOU COULD BECOME ONE, TOO!

Just go to [www.goodmanmfg.com/reviews](http://www.goodmanmfg.com/reviews)  
and find out why you'll say "Thank goodness for Goodman®."

ComfortHome™  
automation 

### Practical Home Automation

The ComfortHome™ suite of automation products provides the solution to control your home's vital systems from your smartphone – instantly notifying you of potential issues and providing you with the tools to act quickly.



[www.comforhomeconnect.com](http://www.comforhomeconnect.com)

CLEAN COMFORT  
INDOOR AIR ESSENTIALS

### Pure. Clean. Air.

Indoor comfort in your home is about more than just adjusting the temperature on the thermostat. Many homeowners overlook the need for necessary components and systems that can improve the indoor air you breathe.



[www.cleancomfort.com](http://www.cleancomfort.com)

### GOODMAN IS SOCIAL!

 Like us on **Facebook!**  
[facebook.com/GoodmanMfg](https://facebook.com/GoodmanMfg)

 Follow us on **Twitter!**  
[twitter.com/Goodman\\_Mfg](https://twitter.com/Goodman_Mfg)



### GOODMAN – A MEMBER OF DAIKIN GROUP

Daikin Industries, Ltd. (DIL) is a global Fortune 1000 company. It is a worldwide leader for residential and commercial HVAC. DIL is engaged primarily in the development, manufacture, sale, and aftermarket support of heating, ventilation, air conditioning and refrigeration equipment, refrigerants and other chemicals, as well as oil hydraulic products. DIL is headquartered in Osaka, Japan.

The company provides innovative, premium quality indoor climate management solutions to meet the changing needs of residential, commercial, and industrial customers.



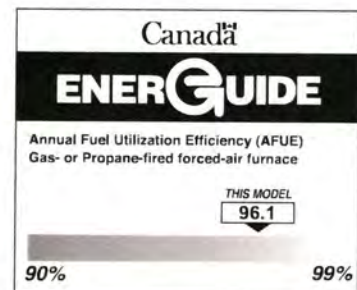
#### Additional Information

Before purchasing this appliance, read important information about its estimated annual energy consumption, yearly operating cost, or energy efficiency rating that is available from your retailer.

**Goodman**®

a member of **DAIKIN** group

Our continuing commitment to quality products may mean a change in specifications without notice. © 2018 Goodman Manufacturing Company, L.P. Houston, Texas • USA  
[www.goodmanmfg.com](http://www.goodmanmfg.com)





## Innovative. Efficient. Durable.

In every Daikin commercial air conditioner, our high-performance, high-efficiency compressors operate in tandem with our high-efficiency coil design. This innovative system offers one of the best levels of reliability, durability and efficiency we offer in our commercial packaged air conditioners. The Daikin DX13 and DX11 commercial air conditioners feature a powder-paint finish over heavy-gauge galvanized steel. This provides premium durability and improved UV protection. The attractive louvered metal guard protects the coil from damage and strengthens the unit. The base pan is elevated to provide excellent water drainage and helps keep the coil away from debris that can collect inside the unit.

- » Designed for ground-level or rooftop mount
- » An energy-efficient compressor with internal relief valve
- » A factory-installed in-line filter drier
- » A louvered cabinet made of heavy-gauge galvanized steel that protects the coil
- » Brass liquid and suction line service valves
- » A high-efficiency condenser coil made of corrugated aluminum fins and rifled refrigeration-grade copper tubing

### DX13 Unit Features

- » Energy-efficient compressor
- » Factory-installed filter drier
- » Copper tube/ enhanced aluminum fin coil
- » Service valves with sweat connections and easy-access gauge ports
- » Contactor with lug connection
  - Ground lug connection
- » Units meet the performance outlined in Table 6.8.1-1 of ASHRAE Standard 90.1-2016
- » AHRI Certified; ETL Listed



### OUTSTANDING WARRANTY\* PROTECTION



\* Complete warranty details available from your local distributor or manufacturer's representative or at [www.daikincomfort.com](http://www.daikincomfort.com).

### DX13 Cabinet Features

- » Innovative louvered sound control top design
- » Steel louver coil guard
- » Heavy-gauge galvanized-steel cabinet
- » Bottom pan rails elevate unit above slab
- » Attractive Nickel Gray powder-paint finish
- » Top and side maintenance access
- » Single-panel access to controls with space provided for field-installed accessories
- » When properly anchored, meets the 2010 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available).

## DX11 Unit Features

- » Two-stage energy efficient compressor
- » Quiet operating top discharge
- » High-efficiency copper tube / aluminum fin coil
- » Brass liquid and suction service valves
- » High and low pressure switches
- » Factory-installed filter drier
- » Units meet the performance outlined in Table 6.8.1-1 of ASHRAE Standard 90.1-2016
- » AHRI Certified; ETL Listed

## DX11 Cabinet Features

- » Innovative sound control top design
- » Steel louver coil guard protects the coil from damage and adds strength to unit
- » Bottom pan rails elevate unit above slab
- » Heavy-gauge galvanized-steel cabinet
- » Attractive Nickel Gray powder-paint finish
- » When properly anchored, meets the 2010 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available).

DX13 | DX11 Air Conditioners | 3-Phase | DX13: 13 SEER 3 - 5 Tons | DX11: 11.2 EER / 13-13.5 IEER 7 1/2 - 10-Tons

Model	Cooling Capacity (BTU/h)	SEER	Voltage-Phase	Dimensions			Service Valve		dB(A)	Ship Weight (lbs)
				W"	D"	H"	Liquid"	Suction"		
DX13SA0363**	36,000	13	208/230-3	29"	29"	28 1/4"	3/8"	3/4"	74	196
DX13SA0364**	36,000	13	460-3	29"	29"	28 1/4"	3/8"	3/4"	74	196
DX13SA0483**	48,000	13	208/230-3	29"	29"	36 1/4"	3/8"	7/8"	76	199
DX13SA0484**	48,000	13	460-3	29"	29"	36 1/4"	3/8"	7/8"	76	199
DX13SA0603**	60,000	13	208/230-3	35 1/2"	35 1/2"	38 1/4"	3/8"	7/8"	72	301
DX13SA0604**	60,000	13	460-3	35 1/2"	35 1/2"	38 1/4"	3/8"	7/8"	72	301

Daikin North America LLC, reserves the right to discontinue or change at any time specifications or designs without notice or without incurring obligations.

Model	Cooling Capacity (BTU/h)	EER / IEER	Voltage-Phase	Dimensions			Service Valve		dB(A)	Ship Weight (lbs)
				W"	D"	H"	Liquid"	Suction"		
DX11TA0903**	93,000	13.0	208/230-3	35 1/2"	35 1/2"	41 1/2"	3/8"	1-3/8"	84	325
DX11TA0904**	93,000	13.0	460-3	35 1/2"	35 1/2"	41 1/2"	3/8"	1-3/8"	84	325
DX11TA1203**	120,000	13.5	208/230-3	35 1/2"	35 1/2"	41 1/2"	3/8"	1-3/8"	84	345
DX11TA1204**	120,000	13.5	460-3	35 1/2"	35 1/2"	41 1/2"	3/8"	1-3/8"	84	345

Daikin North America LLC, reserves the right to discontinue or change at any time specifications or designs without notice or without incurring obligations.



### About Daikin:

Daikin Industries, Ltd. (DIL) is a global Fortune 1,000 company which celebrated its 90th anniversary in May 2014. The company is recognized as one of the largest HVAC (Heating, Ventilation Air Conditioning) manufacturers in the world. Daikin is primarily engaged in developing indoor comfort products and refrigeration systems for residential, commercial and industrial applications. Its consistent success is derived, in part, from a focus on innovative, energy-efficient and premium quality indoor climate and comfort management solutions.

Daikin and its design are trademarks owned by Daikin.



Our continuing commitment to quality products may mean a change in specifications without notice.

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**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Apr 6, 2021

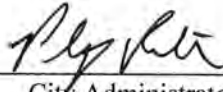
Christina Reinhard

Prepared By

Police

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and MAD JuSTus LLC, d/b/a Mad Ave. Quick Shop.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for MAD JuSTus LLC, d/b/a Mad Ave. Quick Shop.

DISCUSSION: On February 3, 2021, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

MAD JuSTus LLC d/b/a Mad Ave. Quick Shop  
405 South Madison Ave  
Ottumwa, Iowa

For the first violation of Selling Tobacco To a Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has submitted a check to the City of Ottumwa in the amount of \$300.00 and signed the settlement

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

agreement for the penalty. The remaining process is for the City Council to authorize the Mayor to sign the order accepting the settlement.

**ORDER ACCEPTING ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT  
1<sup>ST</sup> VIOLATION**

---

IN RE:  
MAD JuSTus LLC  
d/b/a Mad Ave. Quick Shop  
233 W. Alta Vista Ave.  
Ottumwa, Iowa 52501

**ORDER ACCEPTING  
ACKNOWLEDGMENT/  
SETTLEMENT  
AGREEMENT**

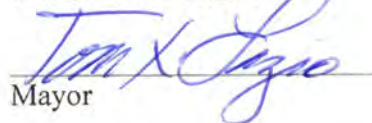
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ON this 6th day of April, 2021, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment/ Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

CITY OF OTTUMWA

  
\_\_\_\_\_  
Mayor

ATTEST:



City Clerk



**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**


IN RE:  
MAD JuSTus LLC  
d/b/a Mad Ave. Quick Shop  
233 W. Alta Vista Ave.  
Ottumwa, Iowa 52501

**ACKNOWLEDGMENT/  
SETTLEMENT  
AGREEMENT**

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300 made payable to the "City of Ottumwa" to settle the above referenced complaint.

PERMITEE

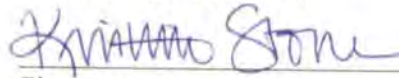
  
Signature Joseph D. Damerval  
Owner/Manager  
Title

Title

Date

03/19/2021

CITY OF OTTUMWA

  
Signature

Signature

Title

City Attorney

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the "City of Ottumwa", should be returned to:**

**Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**



CITY OF  
OTTUMWA

# Sales Receipt

Date	Sale No.
3/26/2021	88179

<b>Sold To</b>
MAD Ave Quick Shop MAD JuST us LLC 405 S. Madison Ave. Ottumwa, IA 52501

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

Check No.	Payment Method	Project
4997	Check	

Item	Description	Amount
001-110-4765	1st Violation - Tobacco Penalty	300.00

<b>Total</b>	\$300.00
--------------	----------

Phone: 641.683.0600  
Fax: 641.683.0613  
[www.cityofottumwa.com](http://www.cityofottumwa.com)

**STATE OF IOWA  
RETAIL  
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 2341-2021

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

Business Location Name: MAD Ave Quik Shop

Business Location Address: 405 S. Madison Ave.

Ottumwa, IA 52501

Ownership Type: LLC

Legal Owner Name: MAD JuSTus LLC

Legal Owner Mailing Address: 233 W. Alta Vista Ave.

Ottumwa, IA 52501

Type of Sales: Over-the-counter

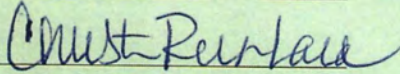
*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

This permit is nontransferable, is effective from July 1, 20 20 and  
automatically expires on June 30, 2021, unless suspended or revoked.

*In Testimony Whereof, I have caused the seal of the said  
City to be hereunto affixed. Done at Ottumwa,*

*in the State of Iowa, this 25 day of June, 20 20.*

Issued By: Christina Reinhard, City Clerk   
City Mayor or Clerk



This copy to be posted by the retailer where the sale is to be made in plain view of the public.

**CITY OF OTTUMWA**  
Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Apr 6, 2021

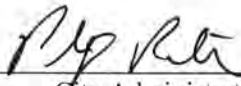
Christina Reinhard

Prepared By

Police

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Casey's Marketing Company d/b/a Casey's General Store #2208.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Casey's Marketing Company d/b/a Casey's General Store #2208.

DISCUSSION: On February 3, 2021, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Casey's Marketing Company d/b/a Casey's General Store #2208  
1603 West Second Street  
Ottumwa, Iowa

For the first violation of Selling Tobacco To a Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has submitted a check to the City of Ottumwa in the amount of \$300.00 and signed the settlement

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

agreement for the penalty. The remaining process is for the City Council to authorize the Mayor to sign the order accepting the settlement.



**ORDER ACCEPTING ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

Casey's Marketing Company  
d/b/a Casey's General Store #2208  
PO Box 3001  
Ankeny, Iowa 50021

**ORDER ACCEPTING  
ACKNOWLEDGMENT/  
SETTLEMENT AGREEMENT**

---

ON this 6th day of April, 2021, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment/ Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

CITY OF OTTUMWA

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

IN RE:

Casey's Marketing Company  
d/b/a Casey's General Store #2208  
PO Box 3001  
Ankeny, Iowa 50021

**ACKNOWLEDGMENT/  
SETTLEMENT  
AGREEMENT**

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300 made payable to the "City of Ottumwa" to settle the above referenced complaint.

PERMITTEE

DocuSigned by:

*Amy M. Costello*

C4EF42AA09FB435

Signature

Amy M. Costello

Legal Counsel

Title

3/24/2021

Date

CITY OF OTTUMWA

*Kristine Stone*

Signature

*City Attorney*

Title

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the "City of Ottumwa", should be returned to:**

**Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**



# Sales Receipt

Date	Sale No.
4/1/2021	88215

<b>Sold To</b>
Casey's General Store PO Box 3001 Ankeny, Iowa 50021

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

Check No.	Payment Method	Project
289296	Check	#2208 - 1603 W. Sec...

Item	Description	Amount
001-110-4765	1st Violation 2/3/21 - Tobacco Penalty	300.00

	<b>Total</b>	\$300.00
--	--------------	----------

**STATE OF IOWA  
RETAIL  
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 2135-2021

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

*Business Location Name:* Casey's General Store #2208

*Business Location Address:* 1603 W. Second

Ottumwa, IA 52501

*Ownership Type:* Corporation

*Legal Owner Name:* Casey's Marketing Company

*Legal Owner Mailing Address:* P.O. Box 3001

Ankeny, IA 50021-8045

*Type of Sales:* Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

*in the City of Ottumwa County of Wapello, Iowa.*

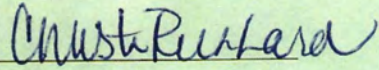
*This permit is nontransferable, is effective from July 1, 20 20 and*

*automatically expires on June 30, 2021, unless suspended or revoked.*

*In Testimony Whereof, I have caused the seal of the said*

*City to be hereunto affixed. Done at Ottumwa,*

*in the State of Iowa, this 25 day of June, 20 20.*

*Issued By:* Christina Reinhard, City Clerk 

*City Mayor or Clerk*



This copy to be posted by the retailer where the sale is to be made in plain view of the public.

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Apr 6, 2021

Christina Reinhard

Prepared By

Police

Department

Department Head

City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee Inc., d/b/a Hy-Vee Gas #1.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Authorize the Mayor to sign the Order Regarding Affirmative Defense Agreement for Hy-Vee Inc., d/b/a Hy-Vee Gas #1.

DISCUSSION: On February 3, 2021, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Hy-Vee Inc., d/b/a Hy-Vee Gas #1  
1027 North Quincy Ave.  
Ottumwa, Iowa

Upon review, this is the second violation against the business for selling tobacco to an underage person within the last two years. Chapter 453A.22(2)(b) of the Iowa Code requires that the City either assess a civil penalty against a retailer in the amount of \$1,500.00 or suspend the

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

cigarette permit for 30 days. The actual cigarette permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a four-year period rather than pay the civil penalty. The remaining step in the process is for the City Council to authorize the Mayor to sign the order accepting the settlement and approving the Affirmative Defense.

# ORDER REGARDING AFFIRMATIVE DEFENSE

---

IN RE:  
Hy-Vee Inc.  
d/b/a Hy-Vee Gas #1  
5820 Westown Pkwy,  
West Des Moines, IA 50266

## ORDER REGARDING AFFIRMATIVE DEFENSE

---

On this 6<sup>th</sup> day of April, 2021, in lieu of a public hearing on the matter, the Ottumwa City Council approves and accepts the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22(3) resulting from a violation of Iowa Code section 453A.2(1) dated February 3, 2021.

Therefore, the Ottumwa City Council FINDS that the above-captioned permittee is entitled to the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

IT IS THEREFORE ORDERED that no penalty in this matter is imposed.

CITY OF OTTUMWA

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk





A Helpful Smile In Every Aisle

March 19, 2021

Kristine Stone  
Ahlers & Cooney PC  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

ALSO VIA EMAIL TO: [kstone@ahlerslaw.com](mailto:kstone@ahlerslaw.com)

RE: Tobacco Violation – Assertion of Affirmative Defense  
Hy-Vee Gas #1, 1027 N. Quincy, Ottumwa, IA 52501

Dear Ms. Stone,

With respect to the violation of Iowa Code §453A.2(1) by an employee of Hy-Vee, Inc., James Houk, at the Ottumwa #1 gas station on February 3, 2021, please accept this letter on behalf of Hy-Vee, Inc. as an assertion of the affirmative defense available pursuant to Iowa Code §453A.22(3). To the best of our knowledge Hy-Vee has not previously asserted an affirmative defense available to it pursuant to Iowa Code §453A.22(3) at this licensed location within the four (4) year period prior to the date of this letter.

Enclosed herewith please find a copy of the Certificate of Completion of the Iowa Pledge Retailer Training Program dated February 6, 2020 for Mr. Houk. If you have any questions or need any additional documents signed, please call me at 515-267-7771 or email at [asmook@hy-vee.com](mailto:asmook@hy-vee.com).

Very Truly Yours,  
Hy-Vee, Inc.

By:   
Andrea M. Smook  
Assistant General Counsel

cc: Jeremy Johnson, District Store Director  
Jake Heston, Store Manager

Hy-Vee, Inc.  
5820 Westown Parkway,  
West Des Moines, IA 50266





*Certificate of Completion*

*Awarded to:*

*James M Houk*

*For completion of:*

*Iowa Pledge Retailer Training Program*

*Date of completion: Feb 06, 2020*

*Expires on: Feb 06, 2022*

*Certificate No: 145460*

*Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the Iowa Alcoholic Beverages Division in not sell tobacco products to Iowa's kids.*

State of Iowa  
Alcoholic Beverages Division  
1918 SE Hulizer Road,  
Ankeny, IA 50021

  
Stephen Larson  
Administrator

**STATE OF IOWA**  
**RETAIL**  
**CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 2257-2021

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

Business Location Name: Hy-Vee Gas #1

Business Location Address: 1027 N. Quincy

Ottumwa, IA 52501

Ownership Type: Corporation

Legal Owner Name: Hy-Vee, Inc.

Legal Owner Mailing Address: 5820 Westown Parkway

West Des Moines, IA 50266

Type of Sales: Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

This permit is nontransferable, is effective from July 1, 20 20 and

automatically expires on June 30, 2021, unless suspended or revoked.



*In Testimony Whereof, I have caused the seal of the said*

City Ottumwa to be hereunto affixed. Done at Ottumwa,

in the State of Iowa, this 25 day of June, 20 20.

Issued By: Christina Reinhard, City Clerk *Christina Reinhard*

City Mayor or Clerk

# CITY OF OTTUMWA

## Staff Summary

**\*\*ACTION ITEM\*\***

Council Meeting of: April 6, 2021

Jeremy Lipe

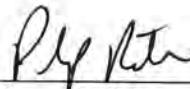
Prepared by

Building & Code Enforcement

Department

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Rosenman's Inc., 902 E. Main St.

\*\*\*\*\*

RECOMMENDATION: Approve the Salvage Dealers License for Rosenman's Inc., 902 E. Main St.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Tuesday March 10, 2021, staff recommends approving the license. Attached is a copy of the application.



( CITY OF )  
O T T U M W A

MEMORANDUM

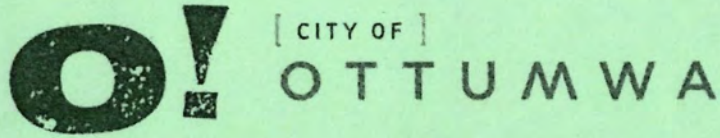
DATE: March 1, 2021  
TO: Building Code & Enforcement Dept.  
FROM: Sherrie Jones, City Clerk's Office SJ  
SUBJECT: Salvage Dealer – Rosenman's Inc.

---

Attached you will find an application for a Salvage Dealer from Rosenman's Inc., 902 E. Main St.

As designee, please assign an inspection in iWorQ's, Permit #1988.

# Salvage Dealer Permit



Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

<b>Owner:</b>
ROSENMAN'S INC PO BOX 1002 OTTUMWA, IA 52501-0000

<b>Address</b>
Address: 902 E MAIN City/State/Zip: OTTUMWA, IA 52501 Parcel No.: 7411610106000 Tract No.: Block No.: Lot No.: Section:

<b>Permit:</b>
Permit No.: 1988 Permit Type: Salvage Dealer

<b>Project:</b>
Issue Date: 04/07/2020 Expires: 03/31/2022 Valuation: \$0

<b>Construction Details:</b>
------------------------------

Contractor	Phone
------------	-------

Item	GL Code	Amount
Salvage Dealer	001-000-4165	\$100.00
Salvage Dealer	001-000-4165	\$100.00
<b>Total</b>		<b>\$200.00</b>

Date	Paid By	Payment Type	Amount
02/26/2020	Rosenman's Inc.	Check	\$100.00
03/02/2021	Rosenman's Inc.	Check	\$100.00
<b>Total Paid</b>			<b>\$200.00</b>



[ CITY OF ]

OTTUMWA

### SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Rosenman's Inc.  
Address of Salvage Dealer: 902 East Main Street, P.O. Box 1002, Ottumwa, IA 52501  
Telephone Number of Salvage Dealer: (641) 683-1871

Business Title: Same

Business Address: Same

Individual Responsible for Operation of said Business if other than Salvage Dealer:  
Name: Same  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Type of material bought and sold or processed:  
Industrial scrap iron and metal which is bought then manufactured to industry specifications and grades.

Legal description of area to be licensed:

Attached

**Attach a plat of the proposed area to be licensed.**

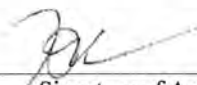
Type, source, and expected volume or weight of materials to be handled per day, week, year:  
Industrial scrap material from within a 200 mile radius of Ottumwa, Iowa.  
Total volume approximately 6000 tons with less than 1% from Ottumwa.

Give a detailed description of the process and disposal methods to be used:  
Material is manufactured to specific products for consuming mills. All material is shipped by rail or truck.

List the equipment to be used, its design, capacities, and expected loads:  
Balers, shears, material handling equipment of all types.

**Attach a contingency plan** detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 25 day of February, 2021

  
\_\_\_\_\_  
Signature of Applicant

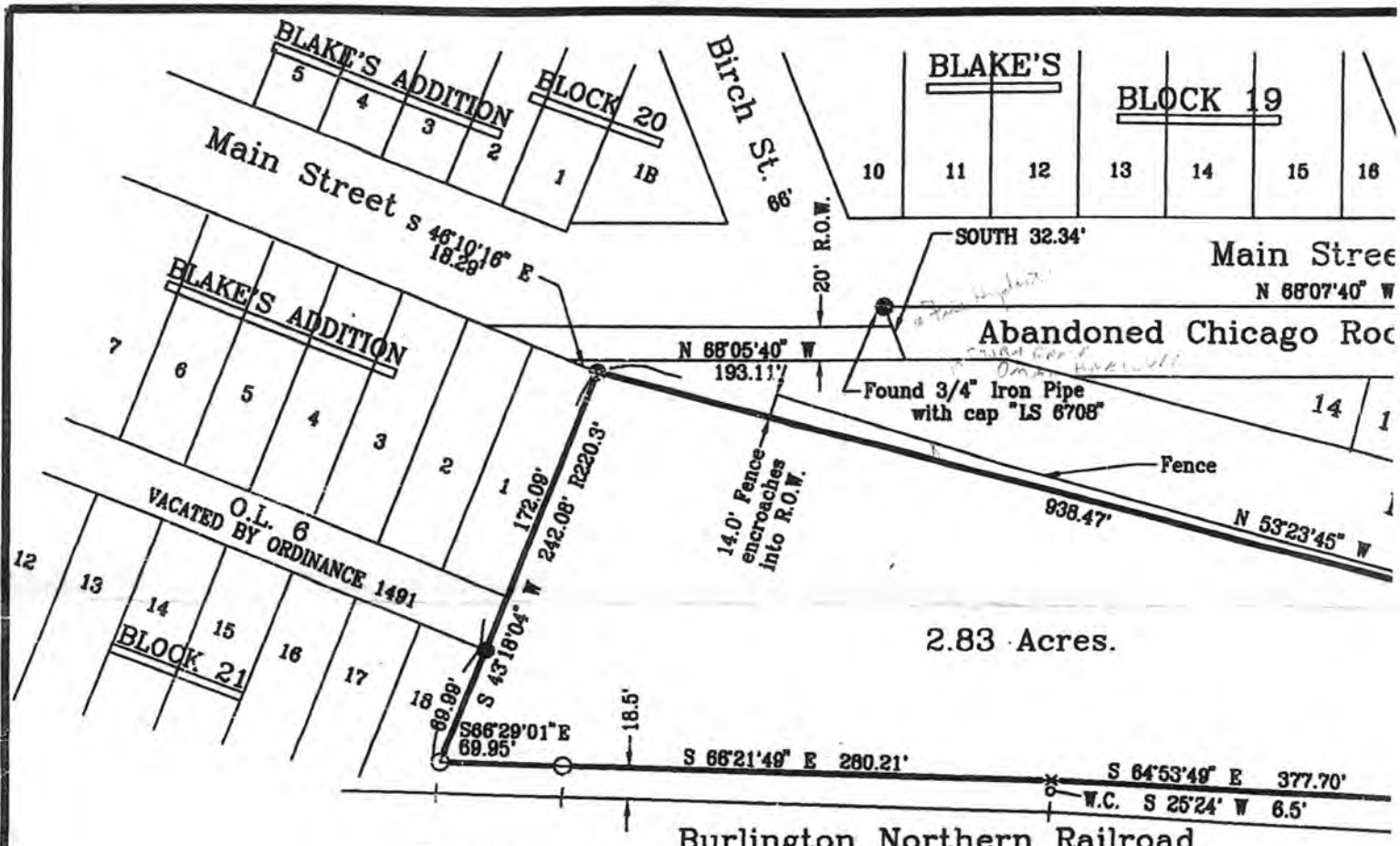
License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 3/1/21

Date submitted to Council: 4-6-2021

License No.: 1998

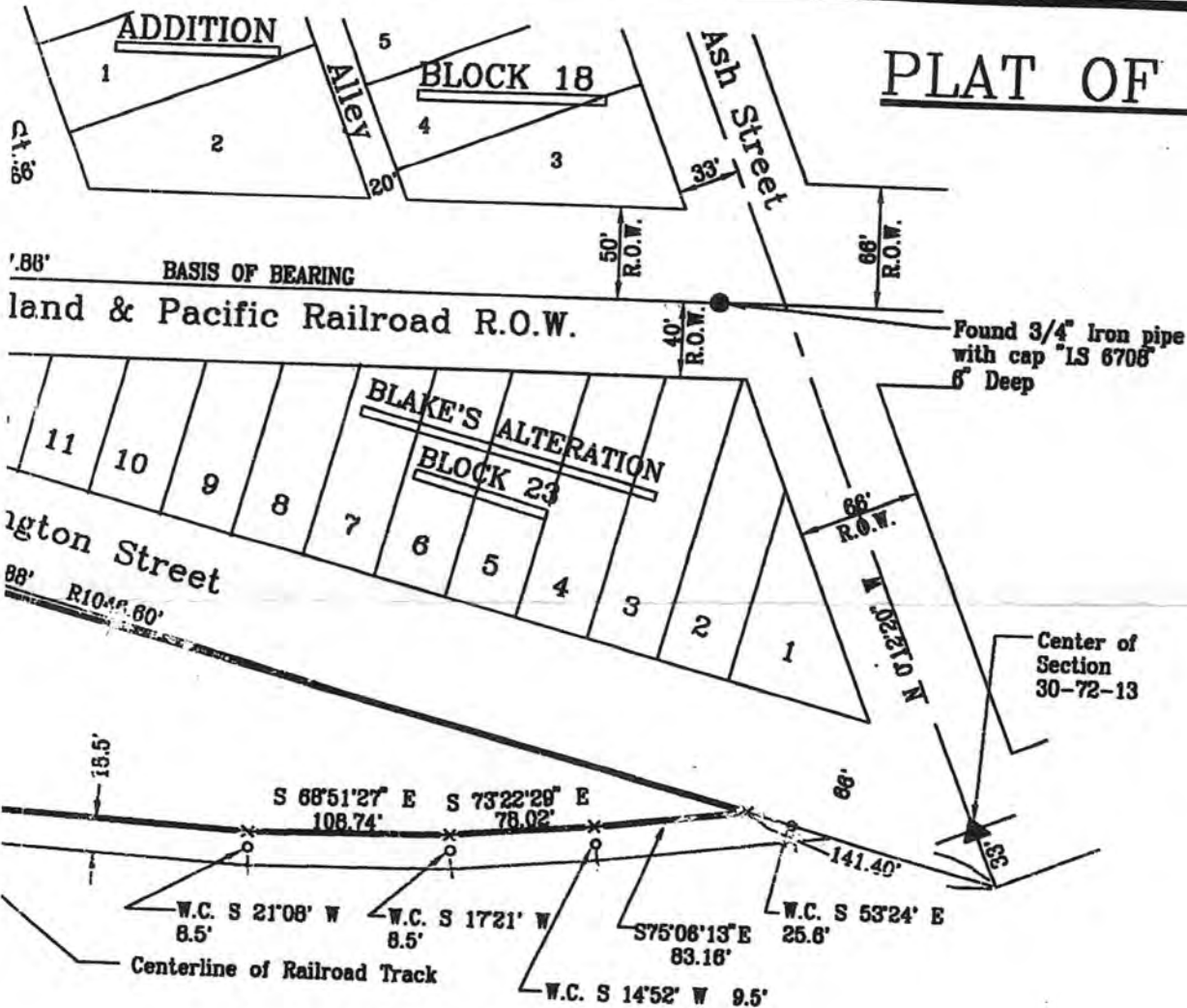
Receipt No.: 4163 \$100.00



**LEGAL DESCRIPTION**

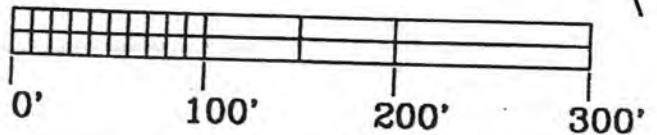
THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 72 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA AND DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE CENTER OF SAID SECTION 30;  
 THENCE SOUTH  $0^{\circ}12'20''$  EAST, 33.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;  
 THENCE NORTH  $53^{\circ}23'45''$  WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 1079.88 FEET TO EASTERLY CORNER OF BLOCK 21, BLAKE'S ADDITION, AND THE POINT OF BEGINNING;  
 THENCE SOUTH  $43^{\circ}18'04''$  WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 21, A DISTANCE OF 242.08 FEET TO AN OFFSET LINE WHICH IS 18.5 FEET NORTHERLY OF BURLINGTON NORTHERN RAILROAD COMPANY'S YARD TRACK NUMBER 33 CONSTRUCTED CENTERLINE;  
 THENCE SOUTH  $66^{\circ}29'01''$  EAST, ALONG SAID OFFSET LINE, 69.95 FEET;  
 THENCE SOUTH  $66^{\circ}22'49''$  EAST, ALONG SAID OFFSET LINE, 280.21 FEET;  
 THENCE SOUTH  $64^{\circ}53'49''$  EAST, ALONG SAID OFFSET LINE, 377.70 FEET;  
 THENCE SOUTH  $68^{\circ}51'27''$  EAST, ALONG SAID OFFSET LINE, 108.74 FEET;  
 THENCE SOUTH  $73^{\circ}22'29''$  EAST, ALONG SAID OFFSET LINE, 78.02 FEET;  
 THENCE SOUTH  $75^{\circ}06'13''$  EAST, ALONG SAID OFFSET LINE, 83.16 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;  
 THENCE NORTH  $53^{\circ}23'45''$  WEST, ALONG SAID RIGHT OF WAY, 938.47 FEET TO THE POINT OF BEGINNING;  
 SAID PARCEL CONTAINS 2.83 ACRES.  
 AND SUBJECT TO ALL EXISTING INTERESTS, INCLUDING BUT NOT LIMITED TO ALL RESERVATION, RIGHT OF WAY AND EASEMENTS OF RECORD OR OTHERWISE;  
 AND ALSO, EXCEPTING AND RESERVING UNTO BURLINGTON NORTHERN RAILROAD, ITS SUCCESSORS AND ASSIGNS, ALL COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE, INCLUDING SAND AND GRAVEL, UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE RIGHT OF ACCESS AT ALL TIMES TO EXERCISE SAID RIGHTS.

# PLAT OF SURVEY



- - Set 1/2" Iron Pin with cap "LS 12973"
- - Found R.R. Rail unless noted otherwise
- R - Record
- ▲ - Found 1/2" Iron Pin
- x - Not Set
- - Set Witness Corner with 1/2" Iron Pin with cap "LS 12973" along fence

**NOTE:**  
 Fenceline along witness corners encroaches into railroad property



I hereby certify that this surveying document was prepared by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

*John Jennison*  
 Date: 10/10/94



John Jennison  
 Reg. No. 12973

My Registration renewal date is December 31, 1995

Survey For:  
 Eli Rosenman  
 904 E. Main Street  
 Ottumwa, Iowa 52501

**JENNISON / GRAHAM & Associates, Inc.**  
 Engineering and Surveying  
 611 Church St. Phone (800)682-2910  
 Ottumwa, Iowa 52501 Fax (515)683-1280



# ROSENMAN'S INC.

## STEEL SERVICE CENTER

Metals - Ferrous & Non-Ferrous - Recycling

P.O. Box 1002 Ottumwa, Iowa 52501

Phone 641-683-1871

### Contingency Plan

Equipment breakdown is handled by our own maintenance people and local mechanics, as needed. Normally, maintenance does not create down time as other equipment is available.

Fire extinguishers are checked on a regular basis and located in all pieces of equipment, warehouse, and office.

We do not handle any toxic, hazardous, or general waste.



Rosenman's Inc 902 E Main 3-10-21



Rosenman's Inc 902 E Main 3-10-21



**CITY OF OTTUMWA**

**Staff Summary**

**\*\*ACTION ITEM\*\***


Council Meeting of: April 6, 2021

Jeremy Lipe

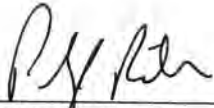
Prepared by

Building & Code Enforcement

Department

Zach Simonson 

Department Head



City Administrator Approval

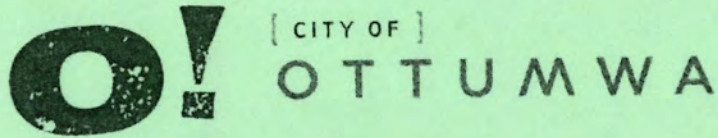
AGENDA TITLE: Salvage Dealer's License for Karz Salvage LLC, 430 N. Forrest Ave.

\*\*\*\*\*

RECOMMENDATION: Approve the Salvage Dealers License for Karz Salvage LLC, 430 N. Forrest Ave.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Tuesday March 23, 2021, staff recommends approving the license. Attached is a copy of the application.

# Salvage Dealer Permit



Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

<b>Owner:</b>
Karz Salvage, LLC 430 N FORREST OTTUMWA, IA 52501-0000

<b>Address</b>
Address: 430 N FORREST City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7414300006000 Tract No.: Block No.: Lot No.: Section:

<b>Permit:</b>
Permit No.: 2032 Permit Type: Salvage Dealer

<b>Project:</b>
Issue Date: 04/07/2021 Expires: 03/31/2022 Valuation: \$0

## Construction Details:

Contractor	Phone

Item	GL Code	Amount
Salvage Dealer	001-000-4165	\$100.00
Salvage Dealer	001-000-4165	\$100.00
<b>Total</b>		<b>\$200.00</b>

Date	Paid By	Payment Type	Amount
03/09/2020	Karz Salvage, LLC	Cash	\$100.00
03/10/2021	Karz Salvage / Paulos Used Cars	Check	\$100.00
<b>Total Paid</b>			<b>\$200.00</b>



[ CITY OF ]  
O T T U M W A

MEMORANDUM

DATE: March 9, 2021  
TO: Health & Inspections Dept.  
FROM: Sherrie Jones, City Clerk's Office SJ  
SUBJECT: Salvage Dealer – Karz Salvage, LLC

---

Attached you will find an application for a Salvage Dealer from Karz Salvage LLC 430

N. Forrest Ave.

As designee, please assign an inspection in iWorQ's, Permit #2032.



[ CITY OF ]  
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Karz auto salvage  
Address of Salvage Dealer: 430 W Forrest Ave  
Telephone Number of Salvage Dealer: 641-682-4161

Business Title: Auto Recycling

Business Address: 430 W Forrest Ave

Individual Responsible for Operation of said Business if other than Salvage Dealer:

Name: Brennan Elder / Harry Paulas  
Address: 127 W main st Agency IA  
Telephone Number: 641-682-4161 - 641-226-3807

Type of material bought and sold or processed:

Recycled auto parts

Legal description of area to be licensed:

Pt SW SE 320' x 120' Sec 11-72-14, PT SW SW SE 363' x 240' Sec 11-72-14, 2A  
2 Acres Mil SW SE CM 360' E SW Cor SW SE 15, 2 Acres Mil SW SE Sec 11 Des As foll: CM  
A Tract of land In Sec 11-72-14 Desc As, PT SE Sec 11-72-14 BG 480' N of S 1/4 Cor  
Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:

used automobiles, 600 lbs day, 3,000 lbs week, 156,000 lbs year

Give a detailed description of the process and disposal methods to be used:

when vehicle arrives we strip drain all fluids oils are burned in waste oil heater  
Antifreeze is Recycled To be Reused

List the equipment to be used, its design, capacities, and expected loads:

Case 321f End loader, 5,600 lb lift Capacity, No loads over 4,500 lbs

**Attach a contingency plan** detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 26 day of February, 2021

Signature of Applicant

License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 3/9/21

Date submitted to Council: 4-6-2021

License No.: 2032

Receipt No.: 4244



EQUIPMENT REPAIRED IN HOUSE OR BY BRANDT'S TRUCK  
REPAIR SAME FOR PREVENTIVE MAINTENANCE

ABS FIRE EQUIPMENT MAINTAIN OUR FIRE EQUIPMENT

ANTIFREEZE AND FREON IS REUSED IN HOUSE  
ENGINE AND TRANSMISSION OIL USED IN WASTED OIL HEATER

KARZ LLC  
430 FORREST AVE  
OTTUMWA IA  
52501

## FIRE EXTINGUISHER FOR FERE

RECYCLE USED OIL TO BURN IN FURNACE  
RECYCLE FREON WITH RECOVERY MACHINE  
SELL SCRAP AND BY PRODUCTS TO ALFERS

Mike Pavlos @ yahoo.com

The following described premises situated in Wapello County, Iowa, to-wit: Two acres more or less in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 11, Township 72 North, Range 14 West, which said land is more particularly described as follows:

The place of beginning is determined by commencing at the Southwest corner of the aforesaid Southwest Quarter of the Southeast Quarter of said Section 11 and running thence due North in the middle of the road a distance of 360 feet and thence due East a distance of 360 feet. Said two acres is bounded by a line running 240 feet due South from said place of beginning; thence due East a distance of 320 feet; thence due North a distance of 240 feet; thence due West 320 feet to the place of beginning; also an Easement of a right of way 40 feet wide on the West side of the above described two acres as said way is laid out to the Public Highway.

Also another two acres of ground in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 11, Township 72, Range 14, more particularly described as follows: Commencing at the Southwest Corner of said Southwest Quarter of the Southeast Quarter of said Section 11, Township 72, Range 14, thence running 660 feet due East to the place of beginning; thence 240 feet due North; thence 363 feet due East; thence 240 feet due South thence 363 feet West to place of beginning.

A part of the Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in Wapello County, Iowa, described as follows, to-wit: Commencing 480 feet North and 360 feet East of the Southwest corner of the Southeast Quarter of said Section 11, for the place of beginning; thence South 120 feet; thence East 320 feet; thence South 120 feet; thence East 363 feet; thence North 240 feet; thence West 683 feet to place of beginning.



# Invoice

Date	Invoice #
2/9/2021	2032 i

<b>Bill To</b>
Karz Salvage, LLC Mike Paulos 430 N. Forest Ave. Ottumwa, IA 52501

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	<p>Salvage Dealer License 2021-22</p> <p>Please complete the attached application and return with payment.</p> <p>All Licenses expire 3/31/2021</p> <p>In order for premises to be inspected for compliance and submitted to Council for approval application must be filed by 3/1/2021</p> <div style="text-align: center;"> </div>	100.00
<b>Total</b>		\$100.00



Karz Salvage LLC 430 N Forrest Ave 3-23-21



# CITY OF OTTUMWA

## Staff Summary

**\*\*ACTION ITEM\*\***

Council Meeting of: April 6, 2021

Jeremy Lipe

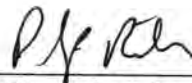
Prepared by

Building & Code Enforcement

Department

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Courtney Car Crushing & Scrap, 825 Hayne.

\*\*\*\*\*

RECOMMENDATION: Approve the Salvage Dealers License for Courtney Car Crushing & Scrap, 825 Hayne

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Tuesday March 23, 2021, staff recommends approving the license. Attached is a copy of the application.

# Salvage Dealer Permit



Ottumwa  
 105 E 3rd St. Room 203  
 Ottumwa, IA 52501  
 (641) 683-0650

<b>Owner:</b>
COURTNEY CAR CRUSHING & SCRAP 825 HAYNE OTTUMWA, IA 52501-0000

<b>Address</b>
Address: 825 HAYNE City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7411610044010 Tract No.: Block No.: Lot No.: Section:

<b>Permit:</b>
Permit No.: 2016 Permit Type: Salvage Dealer

<b>Project:</b>
Issue Date: 04/07/2021 Expires: 03/31/2022 Valuation: \$0

<b>Construction Details:</b>
------------------------------

<b>Contractor</b>	<b>Phone</b>
-------------------	--------------

Item	GL Code	Amount
Salvage Dealer	001-000-4165	\$100.00
Salvage Dealer	001-000-4165	\$100.00
<b>Total</b>		<b>\$200.00</b>

Date	Paid By	Payment Type	Amount
03/04/2020	Courtney Car Crushing & Scrap	Check	\$100.00
03/18/2021	Courtney Car Crushing & Scrap	Check	\$100.00
<b>Total Paid</b>			<b>\$200.00</b>





[ CITY OF ]  
O T T U M W A

MEMORANDUM

DATE: March 17, 2021  
TO: Health & Inspections Dept.  
FROM: Sherrie Jones, City Clerk's Office *sw*  
SUBJECT: Salvage Dealer – Courtney Car Crushing and Scrap

---

Attached you will find an application for a Salvage Dealer from Courtney Car Crushing and Scrap at 825 Hayne.

As designee, please assign an inspection in iWorQ's, Permit #2016.



[ CITY OF ]

OTTUMWA

**SALVAGE DEALER LICENSE APPLICATION**

Name of Salvage Dealer: Courtney Car Crushing & Scrap  
Address of Salvage Dealer: 825 Hayne St. Ottumwa IA 52501  
Telephone Number of Salvage Dealer: 641-980-6100

Business Title: Courtney Car Crushing & Scrap

Business Address: 825 Hayne St. Ottumwa, IA 52501

Individual Responsible for Operation of said Business if other than Salvage Dealer:

Name: Jed Hill  
Address: 825 Hayne Ottumwa, IA  
Telephone Number: 641-980-6100

Type of material bought and sold or processed:

Vehicles + tin (non-ferrous)

Legal description of area to be licensed:

PTSW Sec-30-72-13 (Pt A1.) com w Cor Lot 3 Block 1  
Blakes Second Addition / NS & W 536 W

Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:

1,000 ton per year

Give a detailed description of the process and disposal methods to be used:

Materials are baled as they come in and ~~are~~ are loaded  
for end user.

List the equipment to be used, its design, capacities, and expected loads:

Loaders, Forklifts, bales, scale

**Attach a contingency plan** detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 17<sup>th</sup> day of MARCH, 2021

Leonard Courtney  
Signature of Applicant

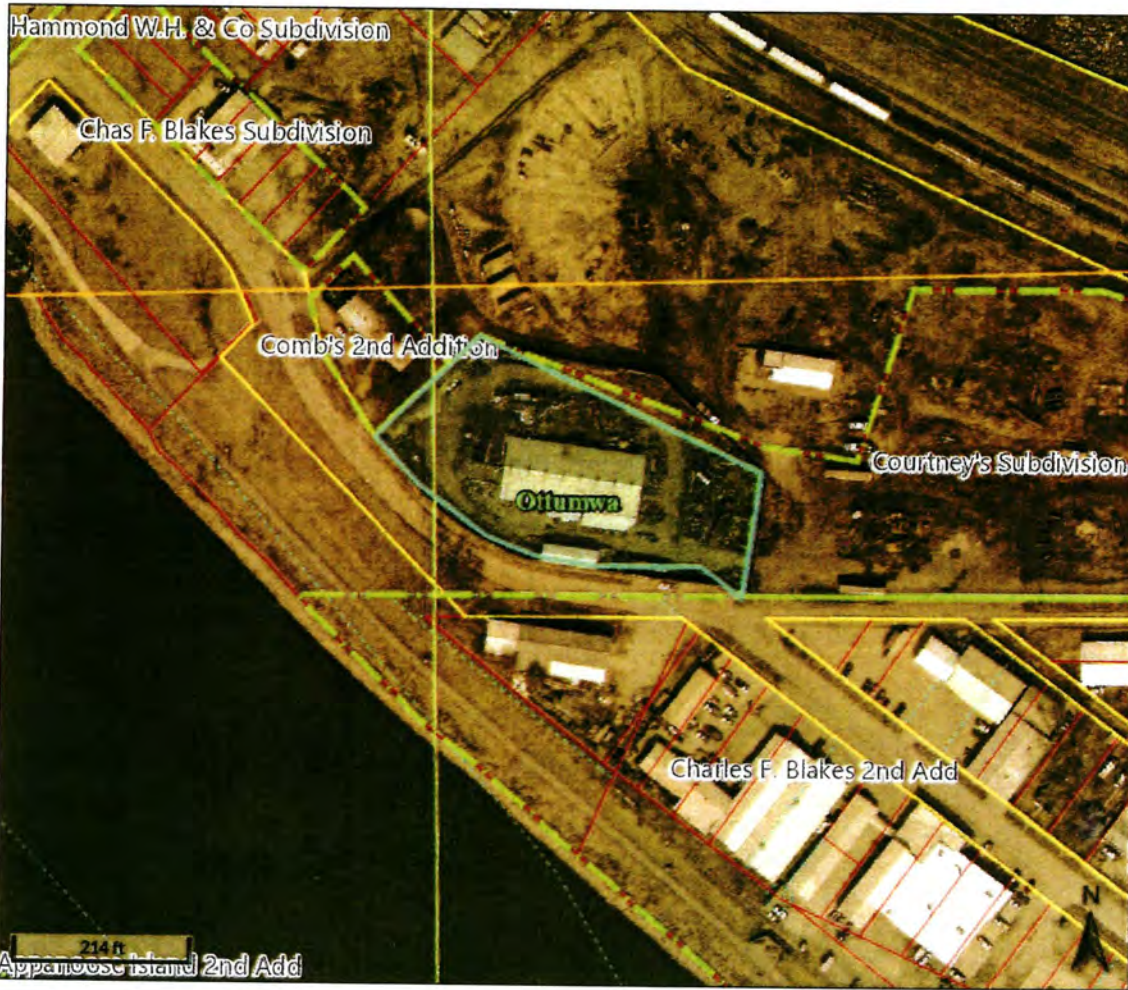
License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 3/17/21

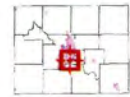
Date submitted to Council: 4-6-2021

License No.: 2016

Receipt No.: 4330



Overview



Legend

- Corporate Limits
- + Section Center
- Sections
- Quarter Lines
- Quarter Quarter Lines
- LotCarto
- RoadDimCarto
- MiscCarto
- ParcelDim\_HookC
- Subdivisions
- ROW Lines
- Parcels
- Lots
- ▨ Easements

Parcel ID	007411610044010	Alternate ID	n/a	Owner Address	Courtney's Fire Crusher Inc
Sec/Twp/Rng	30-72-13	Class	C		1010 Hayne
Property Address	825 HAYNE	Acreage	n/a		Ottumwa, IA 52501-3617
	OTTUMWA				

District n/a  
 Brief Tax Description PT SW SEC30-72-13(PT  
 AL 1) COM W COR LT3  
 BLK1 BLAKES 2ND/N51  
 W 53.6/W AS FOLL;

(Note: Not to be used on legal documents)

Date created: 3/8/2017  
 Last Data Uploaded: 3/3/2017 9:12:08 PM

Developed by  
 The Schneider Corporation

Hazardous Material  
Contingency Plan  
For  
Courtney Car Crushing & Scrap

Issued:

February 20, 2013

# HAZARDOUS MATERIAL EMERGENCY TEAM ORGANIZATION AND RESPONSIBILITIES

## ORGANIZATION

The Hazardous Material Emergency Team is composed of individuals selected to provide an efficient and **effective response** to all types of emergency incidents where hazardous materials are involved. The current team members and other emergency contracts are listed in Table 1, along with their phone numbers.

The Hazardous Material Emergency Coordinator is directly responsible for assuming authority to quickly and safely control all emergency situations involving releases of significant quantities of hazardous materials. Very small releases may be handled by the foreman as indicated in the "Spill Response Team Notification" section of the Emergency Action Plan for Courtney Car Crushing & Scrap. (Attachment A)

In the absence of the Hazardous Material Emergency Coordinator, the Secondary Hazardous Material Emergency Coordinator will assume the authority and the responsibilities. Likewise, one of the Alternate Hazardous Material Emergency Coordinators will assume the lead role when both of the above are absent from the facility.

### Spill Response Team Members

<del>Scott Baird (Team Leader)</del>	<del>(641)226-9887</del>	Jed Hill - 641-980-6100
<del>Matt Moore</del>	<del>(641)777-1346</del>	Shad Evans - 641-799-0135
<del>Mark Moore</del>	<del>(641)226-1515</del>	

## RESPONSIBILITIES

The responsibilities of the Emergency Director, Hazardous Material Emergency Coordinator, **Spill Response Team Leader, Yard Supervisor**, and Spill Response Team Members are detailed in the "Personal Assignments and Responsibilities" section of the Emergency Action Plan for CCC&S. (Attachment C)

Additional responsibilities under this Plan are detailed below.

### 1. Secondary Hazardous Material Emergency Coordinator.

The Division Safety Engineer is the designated Secondary Hazardous Material

Emergency Coordinator.

The responsibilities of the Secondary Hazardous Material Emergency Coordinator are:

- Acting in the capacity of the Hazardous Material Emergency Coordinator in his/her absence;
- Assisting in the development of Hazardous Material Emergency procedures;
- Assisting in spill response cleanup activities, when required.

## 2. Alternate Hazardous Material Emergency Coordinator

In the absence of both the Hazardous Material Emergency Coordinator and the Secondary Hazardous Material Emergency Coordinator, either of the above shall designate an Alternate Emergency Coordinator to assume their responsibility.

The responsibilities of the Alternate Hazardous Material Emergency Coordinator are identical to those of the Secondary Emergency Coordinator.

## HAZARDOUS MATERIAL EMERGENCY ACTIONS

### A. SPILL RESPONSE TEAM NOTIFICATION

The procedure of Spill Response Team Notification is covered in the Emergency Action Plan for CCC&S (Attachment A).

### B. SPILL RESPONSE TEAM ACTIONS

When the Spill Response Team is activated, the Spill Team Leader should instruct the needed members on duty to report immediately to the Supervisor. Once there, the Hazardous Material Emergency Coordinator or his/her alternate will inform the Team of the situation and appropriate actions that need be taken. Team actions will always be taken with a minimum of two individuals.

### C. FIRE EMERGENCY

Fire emergency procedures consist of dialing 911.

### D. BUILDING EVACUATION

The Hazardous Material Emergency Coordinator has the authority to initiate building evacuation if necessary.

## GOVERNMENT NOTIFICATION

The procedure for notification of the appropriate local, state, or federal authorities is covered in the "Government Notification" section of the Emergency Plan for CCC&S.

## HAZARDOUS MATERIAL EMERGENCY EQUIPMENT

### SPILL

#### CONTROL EQUIPMENT/SUPPLIES

Spill control stations are to be maintained in the vicinity of all department areas where hazardous materials are handled. Each Supervisor must ensure that the spill control station maintained and stocked. Restocking supplies can be obtained by contacting the Hazardous Material Emergency Coordinator.

At a minimum, the spill control station should be stocked with the items listed in Table 2.

### FIRE FIGHTING EQUIPMENT

Courtney Car Crushing & Scrap is equipped with water hoses at 4 locations. Certain locations have also been wired with smoke detectors equipment. In addition, portable ABC-type dry chemical fire extinguishers are located in areas of easy access throughout the facility.

### CONTRACTOR ARRANGEMENT

At this time no specific arrangements have been made with individual spill cleanup contractors; however, the list below indicates area contractors that provide the spill cleanup services that may potentially be required.

Company	Phone
Triage Bio Clean Service	1-888-350-6653

### HOSPITAL/MEDICAL ARRANGEMENTS

All emergency care requiring ambulance service should be obtained by contacting E-911. Either the General Manager or the Foreman should make this contact. Emergency care not requiring ambulance service can be obtained at either Ottumwa Regional Health Center, or Dr. of the employees preference.

If the released hazardous material is involved in a fire situation, the Hazardous Material Emergency Coordinator will work with the Emergency Director to best control the combined hazards. The Emergency Director will be the first person available from the list given in the "Command Organization for CCC&S Emergency Action Plan" section of the Emergency Action Plan for CCC&S( Attachment B).

TABLE -1  
HAZARDOUS MATERIAL EMERGENCY CONTACTS

<u>Hazardous Material Emergency Coordinator</u>	Business Phone	Home Phone
Leonard Courtney (Owner)	682-6106	682-6979
<u>Secondary Hazardous Material Emergency Coordinator</u>		
Jed Hill	641-980-6100	641-980-6100
<del>Charlie Essary</del>	<del>777-0753</del>	<del>777-0753</del>
<u>Alternate Hazardous Material Emergency Coordinators</u>		
Mark Moore	226-1515	
<u>National Response Center</u>		
24-hr Hotline	1-800-424-8802	
<u>Wapello County</u>		
Department of Emergency Management	683-0050 ext. 317	
Fire Department	911	
Ottumwa Wapello Co. Sheriff's Office	911	
Ottumwa Regional Health Center	682-7511	
Emergency	911	



## CONTINGENCY PLAN DISTRIBUTION

The following outside agencies have been provided with a copy of the Hazardous Material Contingency Plan for Courtney Car Crushing & Scrap.

### Outside Agencies

Fire District  
Wapello Department of Emergency Management  
Ottumwa Regional Health Center (Hospital)  
DNR

TABLE 2

MINIMUM STOCKING REQUIREMENTS FOR SPILL RESPONSE EQUIPMENT

<u>Spill Control Supplies</u>	<u>Stations</u>	<u>Stockroom</u>	<u>Chem. Storage</u>
-------------------------------	-----------------	------------------	----------------------

Mop bucket with mop/ringer			
"Danger Chemical Spill" sign			
Spark resistant shovel			
Barricade tape, roll			
Spill control pillows, 250 ml			
Spill control pillows, 1L			
Spill control towels			
PIG response pack			
Sorbal, 50 LB. Bags			
Hazardous Waste Disposal Bags			
Hazardous Waste Labels			
Broom			
Dust pan			

Protective Equipment

Dual-Purpose Ultralite air mask			
Breathing air cylinder with regulator			
Full-face respirator w/ nose cup			
Saranex coveralls, pair			
NBR gloves, pair of M and L			
PVC gloves, pair of M and L			
PVA or Viton gloves, pair of M and L			
Safety goggles			

## ATTACHMENT A

### SPILL RESPONSE TEAM NOTIFICATION

Any supervisor or employee that discovers a spill or leak of one pint or more of a red labeled hazardous material or one quart or more of a yellow or green labeled hazardous material shall immediately assess the type, quantity, and related hazards; as soon as possible notify the Hazardous Material Emergency Coordinators (682-6979). If the Hazardous Material Emergency Coordinator cannot be reached, the Secondary Hazardous Material Emergency Coordinator should be contacted (777-0753). The Secondary then becomes responsible for contacting the proper person of authority.

For spills of less than one pint of red labeled hazardous material or less than one-quart of a yellow or green labeled material, the employee shall notify the Foreman, who shall make an incident-specific judgment on whether the Hazardous Material Emergency Coordinator should be notified for a determination.

The Hazardous Material Emergency Coordinator will evaluate the information provided by the spill notifier and determine whether the Spill Response Team should be notified immediately or whether further investigation is necessary before a decision on Spill Response Team notification can be made. When notifying the Spill Response Team is deemed necessary, the Hazardous Material Emergency Coordinator activates the Team by contacting the Spill Team Leader.

ATTACHMENT B

COMMAND ORGANIZATION FOR CCC&S EMERGENCY ACTION PLAN

The following personal will make up the command organizational structure for all emergencies arising under the scope of this plan. The Emergency Director will be the first person available from the following list. That person will assume control of the emergency situation and will direct activities until relieved by owner.

Foreman	Jed Hill	<del>Charlie Essary</del>	641-980-6100 <del>(641)777-0753</del>
Metal Buyer	"	<del>Scott Baird</del>	<del>(641)226-9887</del> "
Operator	"	Mark Moore	(641)226-1515 "

## ATTACHMENT C

### PERSONAL ASSIGNMENTS AND RESPONSIBILITIES

During emergency situations, the command organization will be as follows:

#### A. DIRECTING AUTHORITY

Is a member of the overall command group, responsible to the owner & General Manager of CCC&S for the management and general supervision of this plan during emergency situations. The directing authority will assume general charge of all matters pertaining to policy and organization of the emergency. The duties and responsibilities of the directing authority are:

1. Establish a command post in any suitable location. Request the emergency team to report to the command post and direct their activities.
2. Maintain constant communications **with affected areas** of the facility and take action according to his/her analysis of the situation.
3. Coordinate activities of outside agencies with the emergency control organization during the formers presence in the building.

#### B. HAZARDOUS MATERIAL EMERGENCY COORDINATOR

The Division Environment Engineer is the designated Hazardous Material Emergency Coordinator for all emergency situations involving hazardous materials. The Hazardous Material Emergency Coordinator has the authority to commit the resources needed to coordinate and carry out all emergency response measures. The Hazardous Material Emergency Coordinator must at all times during facility operation either be in the facility, on call, or designate secondary or alternate emergency coordinators to assume responsibility.

The responsibilities of the Hazardous Material Emergency Coordinator are:

1. Coordinating all mitigative actions taken at hazardous material incidents.
2. Notifying the Department of Natural Resources and the National Response Center if the facility has had a release, fire, or explosion that could threaten human health or the environment outside the facility.
3. Developing and ensuring adherence to hazardous material emergency procedures.
4. Training or ensuring the training of the Spill Response Team.
5. Maintaining a current Hazardous Material Contingency Plan.
6. Providing for treating, storing, or disposal of any waste or contaminated materials.

7. Contacting and arranging for a spill cleanup contractor, if required.
8. Monitoring for leaks, pressure build up, of airborne releases wherever appropriate.
9. Designating an Alternate Hazardous Material Emergency Coordinator to assume responsibilities, if needed.
10. Assisting local government officials in determining whether any evacuation of the public may be necessary.
11. Ensuring that all emergency equipment is cleaned and fit for its intended use before operations are resumed.
12. Keeping a written record of any incident that requires implementing the Contingency Plan and submitting a written report to the Department of Natural Resources.

### C. EMERGENCY ACTION TEAM

Is a management group which will function in all emergency disaster situations. The team will include all personnel.

### FIRST AID UNIT

Consists of two employees permanent ly assigned to their duties. The duties and responsibilities of the First Aid Unit are:

1. Report to the first aid station, unless a fire in that area necessitates a change of location.
2. Render any necessary assistance in first aid treatment.
3. Arrange through the communications unit for removal of injured personnel to outside medical facilities.

### COMMUNICATIONS UNIT

Consists of the switchboard operator. The basic communications equipment of the facility will be the telephone. The duties and responsibilities of the Communications Unit are:

1. Maintain essential telephone, or messenger service within the building for as long as equipment remains in working condition, or until directed to evacuate communication personnel to an area of safety.
2. Provide for the screening of all outside telephone calls and the elimination of any nonessential calls.
3. Establish and maintain communications liaison among the fire marshal, and emergency units when so instructed.

4. Personally ensure the evacuation for communication personnel in accordance with instructions.

#### G. INVESTIGATION UNIT

Consists of the owner and general manager. The duties and responsibilities of the Investigation Unit are:

1. Record pertinent factual conditions at the time of, or immediately after, the emergency.
2. In the case of a fire or explosion, interview as promptly as possible all available witnesses and others as necessary to establish a complete factual report.
3. Establish prompt and positive identification of injured persons or casualties.
4. Assist or coordinate the activities of other inquiry boards or special investigations.

#### GUARD UNIT

##### 1. SPILL RESPONSE TEAM LEADER

The Spill Response Team Leader is under the direction of the Hazardous Material Emergency Coordinator or his/her designee.

The responsibilities of the Spill Response Team Leader are:

1. Organizing the Spill Response Team Members and equipment to respond to spill incidents in a effective manner.
2. Ensuring that an adequate stock of protective equipment and clothing, spill control equipment and supplies are available for foreseeable emergencies.

##### SPILL RESPONSE TEAM

The Spill Response Team Members are under the direct supervision of the Spill Response Team Leader.

The responsibilities of the Spill Response Team Members are:

1. Responding to chemical spills under the direction of the Team Leader or Hazardous Material Emergency Coordinator.
2. Maintaining all spill response equipment in operating order.
3. Attending all required training sessions.

## ATTACHMENT D

### GOVERNMENT NOTIFICATION

If evacuation of the local public areas may be advisable, the Ottumwa Fire Department (911).

If a Reportable Quantity of a hazardous material is released or if the amount released is uncertain, the National Response Center must be notified. The information that must be provided includes: name and quantity of materials involved; the extent known; the extent of injuries, if any; and the possible hazards to human health or the environment.

Within 15 days of any incident that required implementation of the contingency plan, a written report on the incident must be submitted to the DNR. The report must include:

1. Name and address of the facility and telephone number of the facility contact.
2. Date, time, and type of incident.
3. Name and quantity of material involved.
4. The extent of injuries, if any.
5. An assessment of actual or potential hazards to human health or the environment, where applicable.
6. Estimated quantity and disposition of recovered material that resulted from the incident.
7. Cause of the incident.
8. Description of corrective action taken to prevent reoccurrence of the incident.



If a release, fire, or explosion of a hazardous material occurs which could threaten public health or the environment outside the facility, the Hazardous Material Emergency Coordinator must immediately notify the appropriate local, state, or federal authorities.



Courtney Car Crushing and Scrap 825 Hayne 3-23-21



Courtney Car Crushing and Scrap 825 Hayne 3-23-21



Courtney Car Crushing and Scrap 825 Hayne 3-23-21

**CITY OF OTTUMWA**

**Staff Summary**

**\*\*ACTION ITEM\*\***

Council Meeting of: April 6, 2021

Jeremy Lipe

Prepared by

Building & Code Enforcement

Department

Zach Simonson 

Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Alter Metal Recycling, 404 N. Forrest Ave.

\*\*\*\*\*

RECOMMENDATION: Approve the Salvage Dealers License for Alter Metal Recycling, 404 N. Forrest Ave.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Tuesday March 30, 2021, staff recommends approving the license. Attached is a copy of the application.

# Salvage Dealer Permit



**Ottumwa**  
 105 E 3rd St. Room 203  
 Ottumwa, IA 52501  
 (641) 683-0650

<b>Owner:</b>
ALTER TRADING CORPORATION 700 OFFICE PARKWAY ST LOUIS, MO 63141-0000

<b>Address</b>
Address: 404 N FORREST City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7414330098010 Tract No.: Block No.: Lot No.: Section:

<b>Permit:</b>
Permit No.: 2022 Permit Type: Salvage Dealer

<b>Project:</b>
Issue Date: 04/07/2021 Expires: 03/31/2022 Valuation: \$0

<b>Construction Details:</b>
------------------------------

<b>Contractor</b>	<b>Phone</b>
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Item	GL Code	Amount
Salvage Dealer	001-000-4165	\$100.00
Salvage Dealer	001-000-4165	\$100.00
<b>Total</b>		<b>\$200.00</b>

Date	Paid By	Payment Type	Amount
02/18/2020	Alter Metal Recycling	Check	\$100.00
03/31/2021	Wilson, Matthew (Alter Metal)	Card	\$100.00
<b>Total Paid</b>			<b>\$200.00</b>



# Invoice

Date	Invoice #
2/9/2021	2022 i

<b>Bill To</b>
Alter Metal Recycling 404 N. Forrest Ave. Ottumwa, IA 52501

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	<p>Salvage Dealer License - 2021-22</p> <p>Please complete attached application and return with payment.</p> <p>All licenses expire 3/31/2021</p> <p>In order for premises to be inspected for compliance and submitted to Council for approval application must be returned by 3/1/2021</p>	100.00
<b>Total</b>		\$100.00



CITY OF  
OTTUMWA

**SALVAGE DEALER LICENSE APPLICATION**

Name of Salvage Dealer: Alter Trading Corporation  
Address of Salvage Dealer: 700 Office Parkway St. Louis, MO 63141  
Telephone Number of Salvage Dealer: 314-872-2400

Business Title: Alter Metal Recycling

Business Address: 404 North Forest

Individual Responsible for Operation of said Business if other than Salvage Dealer:  
Name: Jason Woods - Senior Regional Director of Operations  
Address: Alter Metal Recycling 1810 E. Hull Ave. Des Moines, Iowa  
Telephone Number: 515-262-0764

Type of material bought and sold or processed:  
Nonferrous and ferrous scrap metal; including appliances and vehicles

Legal description of area to be licensed:  
See Attachment 1

Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:  
40 Gross Tons/Day, 200 Gross Tons/Week, and 9,600 Gross Tons/Year of ferrous and nonferrous derived from households, peddlers, and industrial accounts

Give a detailed description of the process and disposal methods to be used:  
Scrap metal is to be weighed on either a truck scale or platform scale, then unloaded indoors, according to grade. Sorted material is to be loaded indoors into trucks and shipped.

List the equipment to be used, its design, capacities, and expected loads:  
Aljon Baler and Trucks, 2 - 3 per day

Attach a contingency plan detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.  
See Attachment 3

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 18th day of April, 2021

  
Signature of Applicant

License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 3-31-2021 Date submitted to Council: 4-6-2021

License No.: 2022 Receipt No.: 4538 \$100.





# Fidelity National Title<sup>®</sup>

Insurance Company

SCHEDULE A - continued

Case No. N90-589-OC

4. LEGAL DESCRIPTION

A part of Auditor's Lots One (1) and Two (2), in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa described as follows, to-wit:

Commencing at the North Quarter (N1/4) Corner of said Section 14; thence South 00° 04' 09" East along the West line of the said NW 1/4 of the NE 1/4 of Section 14, a distance of 444.03 feet to the point of beginning of the tract of land herein described; thence continuing South 00° 04' 09" East, a distance of 568.97 feet to a point on the North line of Sixth Street in the said City of Ottumwa extended West; thence North 88° 41' 01" East along the said North line of Sixth Street, a distance of 632.83 feet; thence North 00° 06' 16" East a distance of 420.79 feet; thence North 45° 14' 24" West, a distance of 205.28 feet; thence North 89° 40' 49" West, a distance of 486.01 feet to the point of beginning, subject to all of the part along the West side thereof that is now being used for Public Roadway purposes.

which has the apparent address of 404 N. Forrest, Ottumwa, IA 52501





## SALVAGE DEALER LICENSE CONTINGENCY PLAN

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ALTER METAL RECYCLING  
404 N. FORREST AVE. - OTTUMWA, IA

### Equipment Breakdowns/Maintenance Downtime

Essential operational equipment to operation includes scales, material handlers, and haul trucks. The following procedures are to be followed in the event essential operational equipment is not available:

- Material handlers and haul trucks are to be borrowed from another Alter operation or rented in the event breakdown or planned maintenance causes material capacity to exceed limits of indoor storage area.
- Scale maintenance which requires the scale to not be in use is to be planned during off scale hours.

### Equipment Fires

The following procedures are to be followed in the event fire occurs in equipment or vehicles:

- Operation is to maintain appropriate fire extinguishers in each operating equipment and in warehouse
- Employees are to be trained by Safety Department staff in use of fire extinguishers
- Fire extinguishers are to be inspected and serviced according to manufacturer's recommendations and/or OSHA requirements
- In the event a fire cannot be contained through use of onsite response equipment, personnel shall contact local fire department for response

### Disposal of Wastes

The following procedures are to be followed for removal and disposal of toxic, hazardous, and general waste:

- A covered dumpster is to be maintained under a storm resistant shelter for collection of non-hazardous solid waste, such as office general debris, rubbish, office, and break-room trash. Solid waste is to be hauled to Wapello County Landfill by a contract service provider or Alter vehicle.
- A covered plastic-lined Gaylord (or equivalent container) is to be maintained for collection of non-hazardous industrial special waste, including routine oil spill cleanup absorbents and floor sweepings. Prior to disposal, accumulated special wastes are to be sampled for waste characterization. Special wastes approvals are to be sought prior to disposal at Wapello County Landfill.

- Universal and toxic wastes generated during appliance demanufacturing activities are to be stored and handled in accordance with operation's IA Department of Natural Resources Appliance Demanufacturing Permit Operational Plan. Containerized wastes are to be disposed and/or recycled at a minimum once a year with an Alter approved waste vendor.
- Unauthorized materials (materials that cannot be safely recycled as scrap metal) that are dumped and that cannot be returned to supplier are to be characterized by Alter's Environmental Manager for proper disposal determination.
- Equipment fluids generated during maintenance are to be recycled and managed by offsite third party service provider. In the event maintenance is performed onsite, recovered fluids are to be placed in a DOT-approved drum, labeled as to contents, and recycled with Alter approved waste vendor.



Alter Metal Recycling 404 N Forrest Ave. 3-30-21



Alter Metal Recycling 404 N Forrest Ave. 3-30-21



Alter Metal Recycling 404 N Forrest Ave. 3-30-21

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Apr 6, 2021

Finance  
Department

Kala Mulder  
Prepared By  
Kala Mulder  
Department Head

*Pf Rtr*  
City Administrator Approval

AGENDA TITLE: Resolution No. 79-2021 Authorizing renewal of insurances.

\*\*\*\*\*  
 \*\*Public hearing required if this box is checked.\*\*  \*\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\*\*

RECOMMENDATION: Pass and Adopt Resolution No. 79-2021

DISCUSSION: The City of Ottumwa would like to enter into a renewal agreement with Wellmark Blue Cross and Blue Shield of Iowa for health insurance and dental insurance, Avesis a Guardian Company for vision insurance and Symetra Life Insurance Company for life insurance as set out in the price schedules below:

The City and MJB&A were notified that by maintaining, the status quo, our insurance renewal rates were going to increase by 11.5% (\$420,432). Fortunately, MJB&A was able to identify some alternatives available in the market reducing the increase of our renewal rates to 1.9% (\$69,732) for a net difference/savings of \$350,700. The proposed alternative should limit

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No



the increase of monthly premiums (remaining at 10% Employee contribution), leaving deductibles at \$300/\$600, and continue the out-of-pocket maximums at \$1,000/\$2,000 per year. The network/product will change from Alliance Select to Blue Choice, both are Wellmark BCBS products and BlueRx Complete will change to BlueRx Value Plus.

The vast majority of coverages and services remain the same; however there are a few revisions (positive, negative, and neutral) we would like to highlight. You will see on slides 6, 9 & 10 some updates that will be made with the upcoming year's plans, including:

- Each member must select a designate Primary Care Physician (PCP) – there will be form included in your packet to return
- Out-of-state coverages changes
- Chiropractors covered are more limited, only those that are in the Iowa Chiropractic Physicians Clinic (ICPC) are network eligible
- Infertility benefits for annual out-of-pocket maximum
- Tier 4 not covered – these are generally made up of combination products, lifestyle drugs, drugs with more cost-effective options available on lower tiers
- Prescription drugs for smoking cessation are covered
- ACA Required drugs covered at 100%
- Most injectable specialty drugs to be covered
- Remove 4th quarter carryover provision
- Preventive Mammograms
  - o 3D Mammograms at no cost share
  - o Mammograms will be covered per benefit period
    - Current Benefit
      - Age 35-39 = one mammogram
      - Age 40-49 = one mammogram every 2 years
      - Age 50+ = one mammogram every year
- Routine Hearing
  - o Currently hearing exams are not covered
- Bereavement & Family counseling will be covered
- Hospice Respite/Skilled Nursing will have no limit on either service
  - o Currently there's a 15 day lifetime hospice respite limit/90 day benefit period limit on skilled nursing
- Rates are now actuarially sound.

#### Dental:

The improved benefits of the buy-up plan will now be provided to ALL dental subscribers at the previous (reduced) rates.

- Rates are now actuarially sound.

#### Vision:

The vision plan provides better overall benefits to vision subscribers.

<u>Health Insurance Rates</u>	Single (Employee)	Employee Spouse	Employee Children	Family
Monthly Premium	\$825.00	\$1,685.00	\$1,555.00	\$2,520.00
Employee Deduction (Semi-Monthly)	\$41.25	\$84.25	\$77.75	\$126.00
<u>City Dental Plan</u>				
Monthly Premium	\$22.00	\$44.00	\$41.00	\$79.00
Employee Deduction (Semi-Monthly)	\$0.00	\$11.00	\$9.50	\$28.50
<u>Voluntary Vision</u>				
Monthly Premium	\$15.00	\$29.00	\$31.50	\$41.00
Employee Deduction (Semi-Monthly)	\$7.50	\$14.50	\$15.75	\$20.50
<u>Summary of Semi-Monthly Deductions</u>				
Health Insurance Only	\$41.25	\$84.25	\$77.75	\$126.00
Health/Dental	\$41.25	\$95.25	\$87.25	\$154.50
Health/Vision	\$48.75	\$98.75	\$93.50	\$146.50
Health/Dental/Vision	\$48.75	\$109.75	\$103.00	\$175.00

# MEDICAL PLAN RATES

Suggested Rates		Current Active Employee Plan	Renewal	Renewal Alternate
48	Single	\$926.00	\$900.00	\$825.00
42	EE/Spouse	\$1,876.00	\$1,840.00	\$1,685.00
11	EE/Ch(ren)	\$1,476.00	\$1,700.00	\$1,555.00
73	Family	\$2,276.00	\$2,760.00	\$2,520.00
<b>Total Annual Cost</b>		<b>\$3,667,488</b>	<b>\$4,087,920</b>	<b>\$3,737,220</b>
% Difference from Current			<b>11.46%</b>	<b>1.90%</b>
\$ Difference from Current			<b>\$420,432</b>	<b>\$69,732</b>
% Difference from Renewal				<b>-8.58%</b>
\$ Difference from Renewal				<b>-\$350,700</b>

Annual costs based on February 2021 life counts, and renewal costs are projected with data through February. Final Stop Loss rates are provided in early April.

# CURRENT DENTAL PLANS (WELLMARK)

Benefit Provisions	Current				Renewal Plan (formerly Buy-up Plan)	
	Basic Plan		Buy-up Plan		In-Network	Out-of-Network
	In-Network	Out-of-Network	In-Network	Out-of-Network		
Deductible (Single/Family)	\$100 per person		\$50/\$100		\$50/\$100	
Benefit Period Maximum	\$1,000		\$1,500		\$1,500	
Ortho Lifetime Maximum	Not Covered		\$1,500		\$1,500	
Diagnostic & Preventive*	20% Coinsurance		0% Coinsurance		0% Coinsurance	
Routine & Restorative	20% Coinsurance		20% Coinsurance		20% Coinsurance	
Endodontics	50% Coinsurance		50% Coinsurance		50% Coinsurance	
Periodontics	50% Coinsurance		50% Coinsurance		50% Coinsurance	
Cast Restorations	50% Coinsurance		50% Coinsurance		50% Coinsurance	
Prosthetic Services	50% Coinsurance		50% Coinsurance		50% Coinsurance	
Orthodontic Services	Not Covered		50% Coinsurance		50% Coinsurance	
Rates (Unbundled)	Current		Current		Renewal Plan	
	Lives	Premium	Lives	Premium	Premium	EE Contribution
Single	130	\$24.00	0	\$40.00	\$22.00	\$0.00
EE + Spouse	27	\$48.00	0	\$72.00	\$44.00	\$22.00
EE + Child(ren)	10	\$56.00	0	\$88.00	\$41.00	\$19.00
Family	63	\$70.00	6	\$116.00	\$79.00	\$57.00
<b>Total Annual Cost</b>	<b>\$120,984</b>				<b>\$118,908</b>	

\*Deductible waived

# VISION ENHANCEMENTS

Benefits Provisions	Current	Alternate	
	In-Network Benefits	In-Network Benefits	
Exam Copay	\$10	\$10	
Materials Copay	\$15	\$15	
Frame Benefit <sup>1</sup>	\$50 wholesale allowance <i>Up to \$150 retail value</i>	<b>\$150 allowance</b>	
Lens Benefit	Covered in full after materials copay	Covered in full after materials copay	
			Standard Lenses
			Lined Bifocals
	Lined Trifocals		
Standard Progressive Lenses	Covered up to \$50, plus 20% off retail	Covered up to \$50, plus 20% off retail	
Lens Package	None	<b>L3</b>	
Contacts Benefit			
Lens fitting & Evaluation	Deducted from Contacts allowance or paid in full by member	<b>Standard: Up to \$50 member cost share Custom: Up to \$75 member cost share</b>	
Elective	\$130 allowance	<b>\$150 allowance</b>	
Medically Necessary	Covered in full	Covered in full	
Exam Frequency	12 months	12 months	
Frame Frequency	24 months	24 months	
Lens Frequency	12 months	12 months	
Contacts Frequency <sup>1</sup>	12 months	12 months	
Lasik/Refractive Benefits	Up to 25% discount; lifetime \$150 allowance	Up to 25% discount; lifetime \$150 allowance	
Rates			
11 Single	\$11.14	\$15.00	
12 EE + Spouse	\$21.38	\$29.00	
8 EE + Child(ren)	\$23.32	\$31.50	
35 Family	\$30.00	\$41.00	

<sup>1</sup>In lieu of Lens Benefits

**RESOLUTION NO. 79-2021**

A RESOLUTION AUTHORIZING RENEWAL OF HEALTH INSURANCE, RX AND DENTAL WITH WELLMARK BLUE CROSS AND BLUE SHIELD OF IOWA, VISION INSURANCE WITH AVESIS A GUARDIAN COMPANY AND LIFE INSURANCE WITH SYMETRA LIFE INSURANCE COMPANY FOR FULL-TIME EMPLOYEES AND ELIGIBLE RETIREES.

WHEREAS, The City Council of the City of Ottumwa, Iowa wishes to provide health, dental, vision and life insurances to its employees and eligible retirees,

WHEREAS, Wellmark Blue Cross and Blue Shield of Iowa and Avesis a Guardian Company has previously contracted with the City of Ottumwa and would like to renew for the period of July 1, 2021 through June 30, 2022. Symetra Life Insurance Company has previously contracted with the City of Ottumwa and would like to renew for the period of July 1, 2021 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the City of Ottumwa enter into a renewal agreement with Wellmark Blue Cross and Blue Shield of Iowa for health insurance and dental insurance, Avesis a Guardian Company for vision insurance and Symetra Life Insurance Company for life insurance as set out in the price schedules.

PASSED AND ADOPTED THIS 6<sup>th</sup> DAY OF APRIL 2021.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Apr 6, 2021

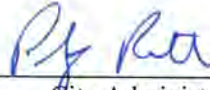
Finance  
Department

Kala Mulder

Prepared By

Kala Mulder 

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 80-2021 Authorizing all transfers for FY21

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\*

RECOMMENDATION: Pass and Adopt Resolution No. 80-2021

DISCUSSION: This resolution is being prepared to comply with the City Finance Committee Rules Chapter 545 of the Iowa Code. The budgeted transfers are attached for review and are included the FY21 budget.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION NO. 80-2021**

A RESOLUTION AUTHORIZING ALL TRANSFERS FOR FISCAL YEAR 2021.

WHEREAS, The City Finance Department, effective April 13, 2019, is required by Iowa Code Chapter 545 to have all transfers between funds approved by resolution and


WHEREAS, The City has budgeted transfers that are required to be made.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the City Finance Director is authorized to make the required transfers.

PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF APRIL 2021.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk





**CITY OF OTTUMWA  
TRANSFERS FOR FY 21**

<b>Description</b>	<b>Account Number</b>	<b>Debit</b>	<b>Credit</b>
LOST 10% General Fund Relief	121-9-910-6910	320,824	
LOST 10% General Fund Relief	001-000-4830		320,824
Trf Emergency Taxes to General Fund	119-9-910-6910	132,756	
Trf Emergency Taxes to General Fund	001-000-4831		132,756
Benefit Transfer	112-9-910-6910	5,546,072	
Benefit Transfer to General Fund	001-000-4832		3,755,625
Benefit Transfer to Library	133-410-4832		211,159
Benefit Transfer to Cemetery	135-450-4832		62,044
Benefit Transfer to Road Use	110-000-4832		541,341
Benefit Transfer to Airport	131-280-4832		75,903
Benefit Transfer to Retiree Insurance	171-000-4832		900,000
Transfer to Dare Program from GF	001-9-910-6910	6,965	
Transfer to Dare Program from GF	175-116-4830		6,965
Transfer to Library Property Tax GF	001-9-910-6910	220,540	
Transfer to Library Property Tax GF	133-410-4000		220,540
Transfer to Cemetery Property Tax GF	001-9-910-6910	130,119	
Transfer to Cemetery Property Tax GF	135-450-4000		130,119
BVC Operating Subsidy GF	001-9-910-6910	117,140	
BVC Operating Subsidy GF	720-465-4000		117,140
Transfer Civic Center Tax Backfill	001-9-910-6910	2,478	
Transfer Civic Center Tax Backfill	720-465-4001		2,478
Transfer to Civic Center Taxes	001-9-910-6910	82,865	
Transfer to Civic Center Taxes	720-465-4008		82,865
Trf 411 Medical to Risk Mgmt	001-1-110-6160	28,224	
Trf 411 Medical to Risk Mgmt	001-1-112-6160	1,359	
Trf 411 Medical to Risk Mgmt	001-1-150-6160	119,227	
Trf 411 Medical to Risk Mgmt	129-660-4833		148,810
Trf to Road Use (LOST) ERSP	121-9-910-6910	900,000	
Trf to Road Use (LOST) ERSP	110-000-4830		900,000
Trf Westgate TIF to Debt Service	125-9-910-6910	130,309	
Trf Airport TIF to Debt Service	126-9-910-6910	203,850	
Trf Wildwood TIF to Debt Service	128-9-910-6910	146,940	
Trf TIF to Debt Service	200-000-4830		481,099
Trf LOST to Sewer Debt Service	121-9-910-6910	266,941	
Trf LOST to Sewer Debt Service	610-000-4830		266,941
Trf LOST to Phase 8 Construction 315	121-9-910-6910	2,000,000	
Trf LOST to Phase 8 Construction 315	315-000-4832		2,000,000
Trf LOST to Street Projects	121-9-910-6910	1,907,359	
Trf LOST to Street Projects	301-000-4830		1,907,359
Trf RUT to Street Projects	110-9-910-6910	656,000	
Trf RUT to Street Projects	301-000-4830		656,000
Trf from Aiport TIF to Airport Loan Repayment	126-9-910-6910	42,677	
Trf from Aiport TIF to Airport Loan Repayment	131-280-4830		42,677
Insurance Transfer Library Fund	129-9-910-6910	5,000	
Insurance Transfer Library Fund	133-410-4834		5,000
Insurance Transfer Cemetery Fund	129-9-910-6910	9,000	
Insurance Transfer Cemetery Fund	135-450-4834		9,000
Memorial Transfer-Cemetery	501-9-910-6910	1,900	

Memorial Transfer-Cemetery	135-450-4830		1,900
Perpetual Care Transfer-Cemetery	503-9-910-6910	10,000	
Perpetual Care Transfer-Cemetery	135-450-4314		10,000
Trf Landfill Series 2019 to Debt Service	670-9-910-6910	172,000	
Trf Landfill Series 2019 to Debt Service	200-000-4830		172,000
Trf Lagoon Series 2020 to Debt Service	610-9-910-6910	266,941	
Trf Lagoon Series 2020 to Debt Service	200-000-4830		266,941
Trf Sewer Series 2020 to Debt Service	610-9-910-6910	153,456	
Trf Sewer Series 2020 to Debt Service	200-000-4830		153,456
Trf Phase 1 Series 2020 Sewer to Debt Service	610-9-910-6910	252,350	
Trf Phase 1 Series 2020 Sewer to Debt Service	200-000-4830		252,350
Transfer Sewer Replacement	610-9-910-6910	500,000	
Transfer Sewer Replacement	613-000-4830		500,000
Trf Debt Reserve	610-815-4830		1,282,000
Trf Debt Reserve	611-9-910-6910	1,282,000	
Trf Debt Reserve	610-9-910-6910	1,282,000	
Trf Debt Reserve	611-816-4830		1,282,000
Transfer to Recycling	670-9-910-6910	450,000	
Transfer to Recycling	673-843-4830		450,000
Transfer to Landfill Reserve	670-9-910-6910	50,000	
Transfer to Landfill Reserve	671-840-4830		50,000
Equipment Purchasing Transfer	110-2-210-6720	203,000	
Equipment Purchasing Transfer	110-2-240-6720	26,300	
Equipment Purchasing Transfer	110-2-242-6720	8,800	
Equipment Purchasing Transfer	110-2-270-6720	55,600	
Equipment Purchasing Transfer	135-4-450-6720	11,800	
Equipment Purchasing Transfer	840-000-4830		305,500
		<u>17,702,792</u>	<u>17,702,792</u>

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Apr 6, 2021

Christina Reinhard *CJR*  
Prepared By

Police  
Department

\_\_\_\_\_  
Department Head

*Py Rk*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Elliott Oil Company d/b/a BP (720 Richmond).

\*\*\*\*\*  
 \*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Authorize the Mayor to sign the Order Regarding Affirmative Defense Agreement for Elliott Oil Company d/b/a BP (720 Richmond).

DISCUSSION: On February 3, 2021, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:  
Elliott Oil Company d/b/a BP  
720 Richmond Ave  
Ottumwa, Iowa

Upon review, this is the first violation against the business for selling tobacco to an underage person within the last two years. Chapter 453A.22(2)(a) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$300.00 for the first

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age. The actual cigarette permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a four-year period rather than pay the civil penalty. The remaining step in the process is for the City Council to authorize the Mayor to sign the order accepting the settlement and approving the Affirmative Defense.

# ORDER REGARDING AFFIRMATIVE DEFENSE

---

IN RE:  
Elliott Oil Company  
d/b/a BP (720 Richmond)  
PO Box 473  
Ottumwa, IA 52501

## ORDER REGARDING AFFIRMATIVE DEFENSE

---

On this 6<sup>th</sup> day of April, 2021, in lieu of a public hearing on the matter, the Ottumwa City Council approves and accepts the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22(3) resulting from a violation of Iowa Code section 453A.2(1) dated February 3, 2021.


Therefore, the Ottumwa City Council FINDS that the above-captioned permittee is entitled to the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.


IT IS THEREFORE ORDERED that no penalty in this matter is imposed.

CITY OF OTTUMWA

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk





*Certificate of Completion*

*Awarded to:*

*Luke a miller*

*For completion of:*

***Iowa Pledge Retailer Training Program***

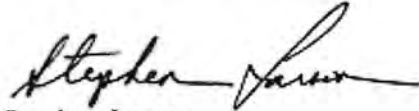
*Date of completion: Mar 17, 2020*

*Expires on: Mar 17, 2022*

*Certificate No: 146595*

*Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the Iowa Alcoholic Beverages Division to not sell tobacco products to Iowa's kids.*

State of Iowa  
Alcoholic Beverages Division  
1918 SE Hulsizer Road,  
Ankeny, IA 50021

  
Stephen Larson  
Administrator

**CITY OF OTTUMWA  
NOTICE OF HEARING  
1<sup>ST</sup> VIOLATION**

March 16, 2021

Elliott Oil Company  
P.O. Box 473  
Ottumwa, IA 52501

RE: BP Station  
720 Richmond  
Ottumwa, Iowa 52501

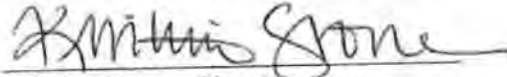
On February 3, 2021, the Ottumwa Police Department conducted compliance checks of local tobacco retailers in order to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a nineteen-year-old, the employee was issued a citation for the violation, and the employee subsequently pled guilty to the charge. Upon review, I find that this is the first violation against your business for selling tobacco to an underage person. Chapter 453A.22(2)(a) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$300.00 for the first violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council to assess the civil penalty against you as required by Iowa Code. The hearing is set for 5:30 PM on Tuesday, April 6, 2021, in the City Council chambers located at City Hall, 105 East Third Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300 civil penalty.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to City Attorney Kristine Stone, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than March 30, 2021. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$300, made payable to the "City of Ottumwa". This will satisfy the penalty for a first violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 243-0314, or if you have obtained representation by an attorney in this matter, he/she should contact me.

A handwritten signature in black ink that reads "Kristine Stone". The signature is written in a cursive style with a horizontal line underneath the name.

Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
kstone@ahlerslaw.com



**CITY OF OTTUMWA  
HEARING COMPLAINT  
1<sup>ST</sup> VIOLATION**

---

IN RE:  
Elliott Oil Company  
d/b/a BP (720 Richmond)  
P.O. Box 473  
Ottumwa, Iowa 52501

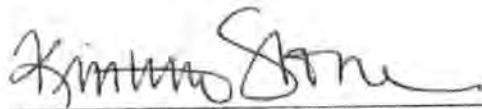
**HEARING COMPLAINT**

---

The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
2. Iowa Code section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation of Iowa Code section 453A.2(1).
3. On or about February 3, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of three hundred dollars (\$300.00) against Elliott Oil Company.



---

Kristine Stone, City Attorney (AT0008828)  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
kstone@ahlerslaw.com

ATTORNEY FOR CITY OF OTTUMWA

**STATE OF IOWA  
RETAIL  
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 2163-2021

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

Business Location Name: BP

Business Location Address: 720 Richmond  
Ottumwa, IA 52501

Ownership Type: Corporation

Legal Owner Name: Elliott Oil Company

Legal Owner Mailing Address: P.O. Box 473  
Ottumwa, IA 52501

Type of Sales: Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

This permit is nontransferable, is effective from July 1, 20 20 and  
automatically expires on June 30, 2021, unless suspended or revoked.



*In Testimony Whereof, I have caused the seal of the said  
City to be hereunto affixed. Done at Ottumwa,*

*in the State of Iowa, this 25 day of June, 2020.*

Issued By: Christina Reinhard, City Clerk *Christina Reinhard*  
City Mayor or Clerk

## Chris Reinhard

---

**From:** Kristine Stone <kstone@Ahlerslaw.com>  
**Sent:** Sunday, April 4, 2021 10:21 AM  
**To:** Chris Reinhard  
**Subject:** Elliot Oil agenda item  
**Attachments:** Order Affirmative Defense BP Richmond (01860586x7F7E1).doc; BP Richmond I Pledge Paperwork (01860760x7F7E1).pdf

Hi Chris,  
Elliot Oil provided their paperwork on Friday regarding an affirmative defense for the tobacco violation. The attached order can be approved by the council, rather than holding the public hearing. Let me know if you have any questions about this.

Kristine

**Kristine Stone**  
SHAREHOLDER



Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: (515) 246-0314 | Fax: (515) 243-2149

AHLERS & COONEY P.C. CONFIDENTIALITY NOTICE: This email, and any attachments hereto, contains information which may be CONFIDENTIAL and/or ATTORNEY CLIENT PRIVILEGED. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, please note that any unauthorized disclosure, copying, distribution or use of the information is prohibited. If you have received this electronic transmission in error, please return the e-mail to the sender and delete it from your computer.

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Apr 6, 2021

Finance  
Department

Kala Mulder  
Prepared By  
*K Mulder*  
Department Head

*Ply Rtn*  
City Administrator Approval

AGENDA TITLE: Anderson, Larkin & CO Engagement Letter

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Authorize city staff to work with Anderson, Larkin & CO on the FY21Audit.

DISCUSSION: We wish to continue to work with Anderson, Larkin & CO on the City audit of financial statement of government activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic statements, of the City of Ottumwa as of and for the year ended June 30, 2021.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No



ANDERSON, LARKIN & CO., P.C.  
Certified Public Accountants  
*"Your Success Is Our Business."*

Kenneth E. Crosser, CPA  
April D. Crosser, CPA  
Michael J. Podliska, CPA  
Alexander T. Barr, CPA

March 24, 2021

Ms. Kala Mulder  
Director of Finance  
City of Ottumwa  
City Hall  
Ottumwa, Iowa 52501

Dear Kala:

Enclosed is the copy of the engagement letter in connection with the audit for the year ending June 30, 2021. Please sign and have a council member sign and return one copy of the letter to us. The other copy is for your records.

Sincerely,

ANDERSON, LARKIN & CO. P.C.

Kenneth E. Crosser  
Certified Public Accountant

KEC:lm

Enclosures



ANDERSON, LARKIN & CO., P.C.  
Certified Public Accountants  
*"Your Success Is Our Business."*

Kenneth E. Crosser, CPA  
April D. Crosser, CPA  
Michael J. Podliska, CPA  
Alexander T. Barr, CPA

March 24, 2021

Ms. Kala Mulder, Director of Finance  
City of Ottumwa, Iowa  
City Hall  
105 E. Third Street  
Ottumwa, Iowa 52501

We are pleased to confirm our understanding of the services we are to provide the City of Ottumwa, Iowa for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Ottumwa, Iowa as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Ottumwa, Iowa's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Ottumwa, Iowa's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the City's Proportionate Share of Net Pension Liability – IPERS
- 4) Schedule of City Contributions – IPERS
- 5) Schedule of the City's Proportionate Share of Net Pension Liability – MFPRSI
- 6) Schedule of City Contributions – MFPRSI
- 7) Schedule of the Change in the City's Total Other Post-Employment Benefits Liability, Related Ratios and Notes

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Ottumwa, Iowa's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

221 N. Wapello Street • P.O. Box 533 • Ottumwa, Iowa 52501 • (641) 684-5489 • Fax (641) 683-1665

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 24, 2021  
Page Two

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Schedules required by the Certified Annual Report
- 2) Introductory section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and Members of the City Council of the City of Ottumwa, Iowa. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.



To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 24, 2021  
Page Three

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 24, 2021  
Page Four

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ottumwa, Iowa's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Ottumwa, Iowa's major programs. The purpose of these procedures will be to express an opinion on the City of Ottumwa, Iowa's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Ottumwa, Iowa in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 24, 2021  
Page Five

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 24, 2021  
Page Six

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson, Larkin & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your Cognizant or Oversight Agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson, Larkin & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit approximately in August of 2020 and to issue our reports no later than December 31, 2020. Kenneth E. Crosser is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 24, 2021  
Page Seven

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$33,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: ½ due upon completion of fieldwork and ½ due upon delivery of the final audit reports and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Ottumwa, Iowa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ANDERSON, LARKIN & CO., P.C.

*Anderson, Larkin & Co., P.C.*

RESPONSE:

This letter correctly sets forth the understanding of the City of Ottumwa, Iowa.

City Council signature: *Tom X. Szabo*

Title: Mayor

Date: 4-6-2021

Finance Director signature: *M. Madek*

Title: Director of Finance

Date: 4-6-21

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Apr 6, 2021

Airport  
Department

Chris Cobler

Prepared By

Phillip Rath

Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution # 67-2021 This is a public hearing approving the plans, specifications, form of contract, and estimated cost for the Rehabilitate Runway 4/22 project at the Ottumwa Regional Airport.

\*\*\*\*\*



**\*\*Public hearing required if this box is checked.\*\***



The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt resolution # 67-2021

DISCUSSION: This is a public hearing approving the plans, specifications, form of contract, and estimated cost for the Rehabilitate Runway 4/22 Project at the Ottumwa Regional Airport. Specifications and plans for this project have been put together by our airport consultants, Kirkham Michael. Estimated cost is \$442,000.00. The bid opening is set for April 27, 2021 at 2:00pm and will be awarded at the May 4, 2021 council meeting. We have been informed just lately that 100% of this project will be paid for by the FAA. At this time and place any interested person may appear and file objections thereto.

Source of Funds: 100% FAA

Budgeted Item:  Budget Amendment Needed:

**RESOLUTION # 67 - 2021**

**A RESOLUTION FOR A PUBLIC HEARING APPROVING THE PLANS,  
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE  
REHABILITATE RUNWAY 4/22 PROJECT AT THE OTTUMWA REGIONAL  
AIRPORT.**

WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on The plans, specifications, form of contract, and estimated cost for the above referenced project; and

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted. The City Clerk has published a notice of said public hearing as provided by law.

APPROVED, PASSED AND ADOPTED, this 6<sup>th</sup> day of April 2021

CITY OF OTTUMWA, IOWA

ATTEST:

  
Christina Reinhard, City Clerk

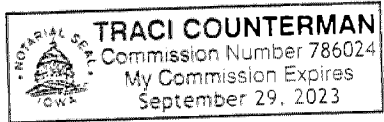
  
Tom Lazio, Mayor

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

4/6 Notice of Hearing and Letting  
City of Ottumwa hereto attached was  
published in said newspaper for 1 consecutive week's to-wit 03/27/2021 Subscribed and sworn to before  
me, and in my presence, by the said 27th day of March, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 70.22

## COPY OF ADVERTISEMENT

### NOTICE OF HEARING AND LETTING Notice is Hereby Given:

A hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the project described as **Rehabilitate Runway 4/22**, Ottumwa Regional Airport, will be held at City Hall, 105 E Third Street, in Ottumwa, Iowa, at 5:30 P.M. local time on April 6, 2021. At said time and place any interested person may appear and file objections thereto. Sealed proposals will be received by the City Clerk of the City of Ottumwa, Iowa, in City Hall until 2 M. local time on April 27, 2021, for the project described as **Rehabilitate Runway 4/22**, Ottumwa Regional Airport, as hereinafter described in general and as described in detail in the Plans and Specifications for said improvements now on file in the office of the City Clerk. Proposals will be opened and read aloud at that time. Proposals will be acted upon by the City Council at a meeting to be held at City Hall, 105 E Third Street, Ottumwa, Iowa, at 5:30 P.M. local time on May 4, 2021, or at such later time and place as may then be fixed. The

extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements in Ottumwa generally described as follows: **Bid Schedule BID ITEM DESCRIPTION QUANTITY UNIT BASE**  
BID 1 Mobilization 1 LS 2 Construction Safety Plan and Traffic Control 1 LS 3 Pavement Patching 820 SY 4 Crack Repair/ Seal Joints (<0.5") 2,000 LF 5 Crack Repair/ Seal Joints (0.5"- 1.5") 18,000 LF 6 Crack Repair/ Seal Joints (>1.5") 1,000 LF 7 Pavement Marking Removal 41,005 SF 8 Pavement Markings (White) 25,011 SF 9 Pavement Markings (Yellow) 355 SF 10 Pavement Markings (Black Outline) 73 SF 11 Slurry Seal 45,600 SY ALTERNATE BID#1 ITEMS 4A Crack Repair/ Seal Joints (<0.5") 2,000 LF SA Crack Repair/ Seal Joints (0.5"- 1.5") 2,000 LF 7A Pavement Marking Removal 3,710 SF 9A Pavement Markings (Yellow) 2,010 SF IIA Slurry Seal 14,800 SY NOT-1 All work is to be done in strict compliance with the Plans and Specifications prepared by Kirkham Michael and Associates, Inc. which have been heretofore approved by the City Council and which are now on file for public examination in the office of the City Clerk. All bids shall be made on a form furnished by the City and shall be filed on or before the time specified above, in a sealed envelope addressed to the City Clerk of Ottumwa, Iowa, clearly stating that the envelope contains a bid on this project. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered. Each proposal shall be accompanied by a bid bond, a cashier's or certified check drawn on an Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States in an amount equal to ten percent (10%) of the total amount of the bid. If a bid bond is submitted it must be on the form provided with the contract documents. The bid security submitted should be made payable to the City of Ottumwa, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Ottumwa as security that if the bidder is awarded the



the construction of improvements in Ottumwa generally described as follows: **Bid Schedule BID ITEM DESCRIPTION QUANTITY UNIT BASE**  
BID 1 Mobilization 1 LS 2 Construction Safety Plan and Traffic Control 1 LS 3 Pavement Patching 820 SY 4 Crack Repair/ Seal Joints (<0.5") 2,000 LF 5 Crack Repair/ Seal Joints (0.5" - 1.5") 18,000 LF 6 Crack Repair/ Seal Joints (>1.5") 1,000 LF 7 Pavement Marking Removal 41,005 SF 8 Pavement Markings (White) 25,011 SF 9 Pavement Markings (Yellow) 355 SF 10 Pavement Markings (Black Outline) 73 SF 11 Slurry Seal 45,600 SY ALTERNATE BID#1  
ITEMS 4A Crack Repair/ Seal Joints (<0.5") 2,000 LF 5A Crack Repair/ Seal Joints (0.5" - 1.5") 2,000 LF 7A Pavement Marking Removal 3,710 SF 9A Pavement Markings (Yellow) 2,010 SF 11A Slurry Seal 14,800 SY NOT-1 All work is to be done in strict compliance with the Plans and Specifications prepared by Kirkham Michael and Associates, Inc. which have been heretofore approved by the City Council and which are now on file for public examination in the office of the City Clerk. All bids shall be made on a form furnished by the City and shall be filed on or before the time specified above, in a sealed envelope addressed to the City Clerk of Ottumwa, Iowa, clearly stating that the envelope contains a bid on this project. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered. Each proposal shall be accompanied by a bid bond, a cashier's or certified check drawn on an Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States in an amount equal to ten percent (10%) of the total amount of the bid. If a bid bond is submitted it must be on the form provided with the contract documents. The bid security submitted should be made payable to the City of Ottumwa, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Ottumwa as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on the form provided by the City at prices bid and shall furnish the required performance and payment bond to the City. If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within fifteen (15) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract price guaranteeing faithful performance of the contract and guaranteeing payment to all persons supplying labor and/or materials in the execution of the work provided for in the contract. Additionally, the contractor must provide the City with a guarantee of maintenance of said improvement for a period of one (1) year from the time of acceptance by the City. Work on said project shall commence within ten (10) days of a written notice to proceed and shall complete all work within Forty Five (45) working days. Liquidated damages in the amount of **Two Thousand (\$2,000.00)** per working day will be assessed for each day that the work remains uncompleted after the end of the contract period. Bidding forms may be obtained from Kirkham Michael and Associates, Inc, 4390 114th Street, Urbandale, IA, 50322; 515-270-0848. Copies of Plans and Specifications and contract documents can be obtained at the same address. The City reserves the right to reject any and/or all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed to be in the best interests of the City. Publish: March 27, 2021 Chris Reinhard, City Clerk

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Apr 6, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 68-2021 - A Resolution Approving the Renewal of Lease Agreement Between the City of Ottumwa and the Iowa Department of Administrative Services for the CASA Program.

\*\*\*\*\*



\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Pass and adopt Resolution 68-2021, approving said Lease Agreement and authorizing the Mayor to sign.

DISCUSSION: This lease is a renewal lease on the behalf of and for the benefit of the Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA Program. The program has been operating out of rooms 300 and 301 at City Hall. Rent was increased to \$224 / month to reflect a Cost Of Living Adjustment since the previous Agreement. The lease would continue operations from July 1, 2021 through June 30, 2024. The lease agreement is attached with this summary.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

**RESOLUTION NO. 68-2021**

**RESOLUTION APPROVING THE RENEWAL OF LEASE AGREEMENT  
BETWEEN THE CITY OF OTTUMWA AND THE IOWA DEPARTMENT OF  
ADMINISTRATIVE SERVICES FOR THE CASA PROGRAM**

**WHEREAS**, the City of Ottumwa entered into an Agreement with the Iowa Department of Administrative Services on or around May 1, 2018 for the lease of office space in the City Hall building located at 105 East Third Street; and

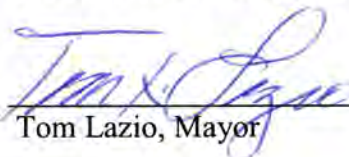
**WHEREAS**, that lease is set to expire on June 30, 2021 and both parties desire to continue the lease for an additional three year period for the benefit of the Child Advocacy Board and the CASA Program; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the proposed Lease Agreement between the City of Ottumwa, Iowa and the Iowa Department of Administrative Services is hereby approved.

**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution and the attached Lease Agreement.

APPROVED, PASSED AND ADOPTED, this 6<sup>th</sup> day of April, 2021.

CITY OF OTTUMWA, IOWA

  
Tom Lazio, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

## **STATE OF IOWA LEASE AGREEMENT**

**SECTION 1. PARTIES:** THIS LEASE IS EXECUTED BY and between **City of Ottumwa** (Landlord), whose address for the purpose of this Lease is City Hall, 105 East Third Street, Ottumwa, Iowa 52501, and the **Iowa Department of Administrative Services** on behalf of and for the benefit of the **Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA Program** (Tenant), whose address for the purpose of this Lease is 109 SE 13<sup>th</sup> Street, Des Moines, Iowa 50319.

### **SECTION 2. LEASED PREMISES:**

**2.1** Landlord leases to Tenant the following described property: Approximately, **932** Square Feet (Rentable Area or Leasable Space) of office space located at City Hall, Room 300 and 301, 105 East Third Street, Ottumwa, Iowa 52501 (Leased Premises).

**SECTION 3. TERM OF LEASE:** It is understood and agreed that the Lease shall commence on July 1, 2021 and shall end June 30, 2024, both days inclusive.

**3.1** Landlord grants Tenant the first right of offer to lease the Leased Premises should Landlord offer the Leased Premises for rent during the last year of the lease term. Tenant shall have sixty (60) days after receiving written notice of intent to lease the Leased Premises within which to exercise this right.

**SECTION 4. USE OF LEASED PREMISES:** It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of general office use.

**SECTION 5. ASSIGNMENT AND SUBLETTING:** Tenant shall have the right, with written approval of Landlord, to assign or sublet the Leased Premises or any part thereof during the term of this Lease or renewal or extension thereof, such approval not to be unreasonably withheld. Notwithstanding the foregoing, the Tenant shall have the right to put any other state of Iowa agency or department in the Leased Premises without the prior written approval of Landlord.

**SECTION 6. RENTAL:** Tenant agrees to pay to Landlord the following for the Leased Premises:

**6.1 Rental Rate.** For the lease term of July 1, 2021 through June 30, 2024, Tenant shall pay for the use and occupancy of the Premises at a rental sum (Rental Rate) of **\$2,688.00** per year or approximately, **\$2.88** per sq. ft., payable, in equal monthly installments in the amount of **\$224.00**, in arrears. The first rent payment is due on the first (1<sup>st</sup>) day of August, 2021 and the same amount on or before the first (1st) day of each month thereafter during the term of this Lease. The last month's rent is due and payable on the first (1st) day of the month immediately following the last month of the Lease.

**6.2** In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

**6.3 DELINQUENT RENT.** If Tenant fails to pay any amounts due under this Lease within sixty (60) days after the later of the date of receipt of the statement for such payment or the date of the satisfactory delivery, furnishing or performance of the services, supplies, materials or contract for which such payment is requested, then the unpaid amount shall bear interest as provided in Iowa Code section 8A.514, until paid; except if the warrant for such payment is not paid, in part or in full, due to lack of funds at the time of presentment, then interest shall be paid at the maximum rate established pursuant to Iowa Code section 74A.6, on the unpaid amounts until paid in full.

**SECTION 7. COVENANT OF QUIET ENJOYMENT:** So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

**SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE:**

**8.1.** Landlord shall be responsible for providing the following:

**8.1.1.** Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles and carpeting, and improvements both structural or otherwise and keeping other structural parts of the building in good repair;

**8.1.2** Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

**8.1.3** Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

**8.1.4** Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof;

**8.1.5** Elevator equipment and the maintenance thereof;

**8.1.6** Thermostatic control for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Leased Premises.

**8.1.7** Repair or removal of major landscape elements.

**8.2.** All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner which maintains any and all security of the Leased Premises.

**SECTION 9. TENANT'S DUTY OF CARE AND MAINTENANCE:**

**9.1** Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld.

**9.2** Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable City Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

**SECTION 10. LANDLORD OBLIGATIONS:** Landlord shall furnish the following items at its sole cost and expense:

**10.1** Electric

**10.2** Gas

**10.3** Water/Sewer

**10.4** Janitorial services

**10.5** Trash removal

**10.6** Light bulbs

**10.7** Snow and Ice removal

**10.8** Lawn care/Landscaping

**10.9** Pest Control

**10.10** Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.

**SECTION 11. TENANT OBLIGATIONS:** Tenant shall obtain the following items at its sole cost and expense:

**11.1** There are no Tenant Obligations.

**SECTION 12. COMPLIANCE WITH APPLICABLE LAWS:** Landlord is responsible for complying with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Iowa Civil Rights Act (Chapter 216), as well as the regulations adopted thereunder, with respect to

the Leased Premises. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

It is agreed and understood that the structural parts of the Leased Premises and the Leased Premises are the sole responsibility of Landlord and Landlord shall comply with all OSHA and IOSHA standards. In addition, Landlord understands and agrees to assume responsibility, under the terms of this Lease, to comply with all provisions of the Iowa State Building Code and the 2015 International Building Code. All physical modifications necessary to meet compliance will be made at the expense of Landlord. In the event Tenant is fined for violation of any said standards for areas within the responsibility of Landlord under the terms of this Lease, Landlord agrees to indemnify and hold harmless Tenant.

### **SECTION 13. INSURANCE:**

**13.1** Landlord shall insure its interest in the Leased Premises and any personal property of Landlord in the Leased Premises against fire and other hazards. Landlord shall also maintain general public liability insurance covering personal injury and property damage caused by acts or omission in the common areas of the Leased Premises including the parking lots.

**13.2** Landlord releases Tenant and the State of Iowa from all liability for damage due to any act or neglect of Tenant or the State which results in damage to property owned by Landlord which damage is or might be incident to or the result of a fire or any other casualty for which Landlord is reimbursed by insurance. Landlord shall provide Tenant with a certificate of insurance from its applicable insurance carrier(s) which indicates that the carrier(s) consents to this provision and the resulting waiver of the carrier's right of subrogation against Tenant and the State of Iowa.

**13.3** Except for any losses, costs, damages, expenses, claims, demands and causes of action arising out of Tenant's duties of care and maintenance of the Leased Premises or any negligence of Tenant, its employees or agents, Landlord shall at all times indemnify, defend and hold Tenant harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management, or from any work or things whatsoever done in or about all portions of the Leased Premises and will further indemnify, defend and hold Tenant harmless against and from any and all claims arising during the Lease term from any condition of the Leased Premises, including, but not limited to any parking lots, street, curb or sidewalk which is a part

of or adjoining the Leased Premises and/or any Common Area, or arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed, pursuant to the terms of this Lease or arising from any act of negligence of Landlord, its agents, servants, employees or licensees and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any of these claims, Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

**13.4** Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669 and, Article VII, Section 1, of the Constitution of The State of Iowa.

**SECTION 14. LANDLORD'S RIGHT OF ACCESS:** Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for and shall indemnify Tenant against any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

**14.1. Confidentiality:** Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal laws may impose civil and criminal penalties for the disclosure and dissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord must take reasonable steps to make sure that its employees and any contractors do not copy, remove, disclose, or disseminate confidential information maintained by Tenant. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

**14.2** Tenant acknowledges that within the Leased Premises, the Landlord has a mainframe computer which houses software programs. The mainframe computer shall be in a locked, secured location with access only by Landlord. Landlord may enter the Leased Premises, with prior notification to the Tenant, to perform routine maintenance and repairs to the mainframe. In case of emergency, Landlord is allowed immediate access to resolve the emergency situation. Landlord shall at all times indemnify,



defend and hold Tenant harmless against and from any and all claims arising from damage to the mainframe computer.

**SECTION 15. SIGNS:** Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises, provided only:

**15.1** That any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa;

**15.2** Such signs shall not change the structure of the Leased Premises;

**15.3** Such signs, if and when taken down, shall not damage the Leased Premises; and

**15.4** Such signs shall be subject to the written approval of Landlord, which approval shall not be unreasonably withheld.

**SECTION 16. POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

**16.1** The term of this Lease shall commence on the first day that Tenant is entitled to possession of the Leased Premises, or on the 1st day of July, 2021, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this Lease.

**16.2 Surrender of Leased Premises at End of the Term.** Tenant agrees that upon the termination of the Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Landlord and Tenant may conduct a walk-through of the Leased Premises prior to the lease expiration to review the condition of the Leased Premises. Tenant may at the expiration of the term of the Lease, or renewal or renewals thereof, remove any Tenant fixtures or equipment. Tenant shall be responsible for repairing any damages caused by said removal.

**SECTION 17. TENANT IMPROVEMENTS:** Landlord shall improve the Leased Premises as follows:

**17.1** There are no tenant improvements.

**SECTION 18. PARKING:** Parking is not provided as part of this Lease.

**SECTION 19. DAMAGE TO LEASED PREMISES:**

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired within said sixty (60) day time period.

**SECTION 20. EMINENT DOMAIN:**

**20.1** In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.

**20.2** Landlord and Tenant shall each be entitled to a share of the compensation awarded or the purchase price received in lieu of condemnation which reflects their proportionate interests in the property. Tenant's share shall include, without limitation, compensation for loss of and diminution in the value of its leasehold and depreciation to and cost of removal of improvements and fixtures paid for by the Tenant. Tenant's share shall also include all costs incurred in the relocation of Tenant to a new location.

**SECTION 21. TERMINATION OF LEASE:**

**21.1 For Cause by Tenant.** In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

**21.1.1** Immediately terminate the Lease without additional written notice; or,

**21.1.2** Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

**21.2 For Cause by Landlord.** In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or

noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:

**21.2.1** Immediately cancel or forfeit this Lease without additional written notice; or,

**21.2.2** Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

**21.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

**21.3.1.** If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,

**21.3.2.** If there is a discontinuance or material alteration of the program for which funds were provided.

In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions as the original lease.

**21.4 Remedy for Non-Appropriation Termination.** In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non-appropriation, Tenant shall have no further liability.

**21.5 Reduction in Space Requirements due to Funding Changes.** Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may amend this Lease without penalty by giving sixty (60) days written notice to Landlord in the event Tenant's funding is reduced and Tenant reasonably finds that it must reduce the amount of space leased by Tenant from Landlord. Tenant and Landlord will thereafter promptly meet to agree upon the location and configuration of the space to be withdrawn from the Rentable Area. Tenant acknowledges that the withdrawn space must be readily accessible for occupancy by a new tenant and that a new tenant must have reasonable access to the restroom facilities. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

**21.6 Increase in Space Requirements due to Staffing Changes.** If Tenant's space needs increase due to staffing changes and Tenant determines that it must increase the size of its leased space in order to carry out its business, Tenant may notify Landlord, in writing, of its desire to lease additional space. If Landlord is able to provide sufficient, acceptable space contiguous with the Leased Premises,

this Lease may be amended to provide for leasing this additional space at the same per square foot cost and on the same terms and conditions as this Lease. If Landlord is unable to accommodate this request within sixty (60) days of receiving the written notice, Tenant may terminate this lease, without penalty, on a date to be specified by Tenant. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

## **SECTION 22. HAZARDOUS WASTE:**

**22.1 Definitions.** For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

**22.1.1 Environmental Law** shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

**22.1.2 Hazardous Substances** shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

**22.2 Tenant's Duties.** Tenant hereby agrees that:

**22.2.1 Limitation of Activity.** No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

**22.2.2 Limitation of Storage.** The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

**22.2.3** No portion of the Leased Premises will be used as a landfill or a dump.

**22.2.4** Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

**22.3 Inspections by Landlord.** Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

**22.4 Clean-up Costs.** If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

**22.5 Notification Regarding Environmental Law Issues.** During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

**22.5.1** Any Hazardous Substance and the Leased Premises;

**22.5.2** The imposition of any lien on the Leased Premises; or

**22.5.3** Any alleged violation of or responsibility under any Environmental Law.

**22.6 Limitation of Liability.** Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and against the same and Landlord does hereby agree to indemnify Tenant from and against any and all liability of any kind or type, arising therefrom. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

## **SECTION 23. MISCELLANEOUS:**

**23.1 Amendments.** This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

**23.2 Third Party Beneficiaries.** There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

**23.3 Choice of Law and Forum.** The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.

**23.4 Assignment and Delegation.** This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

**23.5 Integration.** This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

**23.6 Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

**23.7 Not a Joint Venture.** Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

**23.8 Obligations Beyond Agreement Term.** This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

**23.9 Use of Third Parties.** Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

**23.10 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

**23.11 Approvals.** Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

**23.12 Severability.** If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

**23.13 Notices.** Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: City Of Ottumwa  
City Hall  
105 East Third Street  
Ottumwa, IA 52501

If to Tenant: Iowa Department of Administrative Services  
Space Management and Leasing Division  
109 SE. 13<sup>th</sup> Street  
Des Moines, Iowa 50319

If to Tenant: Iowa Department of Inspections & Appeals, Child Advocacy Board  
Lucas State Office Building 3<sup>rd</sup> Floor  
321 E 12<sup>th</sup> Street  
Des Moines, IA 50319

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

**23.14 Cumulative Rights.** The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

**23.15 Time is of the Essence.** Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

**SECTION 24. EXHIBITS:** There are no exhibits.

**SECTION 25. DOCUMENT EXECUTION:**

This Lease may be executed in multiple originals, which, when taken together form a complete Lease, and each party to the Lease shall possess one of the fully executed Leases.

**SECTION 26. SIGNATURES:**

**LANDLORD:**

City of Ottumwa

By: Tom X. Lazio

Date: 4-6-2021

Printed name: Tom X. Lazio

Title: Mayor

**TENANT:**

**State of Iowa- Iowa Department of Administrative Services on behalf of and for the benefit of Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA program**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: Charlee Cross

Title: Director, Division of Business and Property Services

**Approved as to content and form:**

**Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA program**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

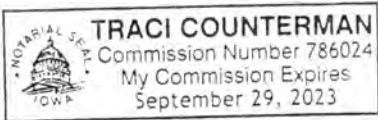


# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in and that the advertisement

Notice of Public Hearing  
City of Ottumwa hereto attached was published in said newspaper for 1 consecutive week's to-wit: 03/25/2021 Subscribed and sworn to before me, and in my presence, by the said 25th day of March, 2021



*Traci Counterman*

Notary Public

In and for Wapello County

Printer's fee \$ 14.21

# COPY OF ADVERTISEMENT

**NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:**  
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on Tuesday, April 6, 2021 at 5:30 P.M. at City Hall in the City of Ottumwa, Iowa on its intent to consider a three-year extension of Lease Agreement with the Iowa Department of Administrative Services for the lease of office space in the City Hall building located at 105 East Third Street. This lease is for the benefit of the Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA Program. All persons interested in the intent to approve the three-year extension of Lease Agreement are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the approval of the three-year extension of Lease Agreement. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday, April 6, 2021. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

PH Notice - 3yr lease extension - CASA.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

Engineering  
Department

Alicia Bankson  
Prepared By  
*Darryl Seals*  
Department Head

*Rp Rott*  
City Administrator Approval

AGENDA TITLE: Resolution #72-2021. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Sidewalk Drop Program 2021.

\*\*\*\*\*  
 **\*\*Public hearing required if this box is checked. \*\***       **\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda. \*\***

RECOMMENDATION: Pass and adopt Resolution #72-2021.

DISCUSSION: This is the 10th contract and consists of the installation of sidewalk drops and detectable warnings at various locations throughout the City of Ottumwa. The completion of these sidewalk drops and detectable warnings will be a step towards compliance with the ADA Transition Plan. The Transition Plan was approved by Council on August 7, 2012. The City owned and maintained intersections are one portion of the ADA requirements. The overall project was estimated at \$1,280,000.00, and is budgeted for \$120,000 each year until complete.

A detailed report was given at the Council Meeting held on February 16, 2021 on the total number completed and areas that remain.

Bids will be received and opened by the City of Ottumwa on April 28, 2021 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 4, 2021, or at a later date as determined by staff.

2012— Contract 1 - \$ 40, 898.99	McClure & Company Concrete (final cost)
2013— Contract 2 - \$116, 822.29	DeLong Construction (final cost)
2014— Contract 3 - \$ 48,355.29	DC Construction (final cost)
2015— Contract 4 - \$ 119,179.20	DC Construction (final cost)
2016— Contract 5 - \$ 96,842.22	M4i Concrete of Sigourney, Iowa (final cost)
2017— Contract 6 - \$ 100,808.78	DC Concrete & Construction (final cost)
2018— Contract 7 - \$ 108,837.28	TK Concrete – (final cost)
2019— Contract 8 - \$ 128,576.73	DC Concrete & Construction – (final cost)

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

2020— Contract 9 - \$ 202,375.00  
Total Cost to Date: \$ 962,695.78

DC Concrete & Construction – bid amount, project not complete

2021– CIP: \$120,000.00

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #72-2021

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2021 SIDEWALK DROP PROGRAM

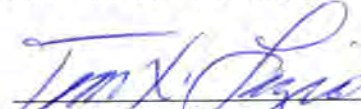
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 6th day of April 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk



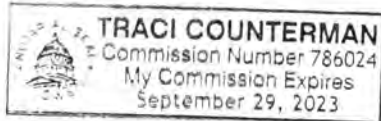
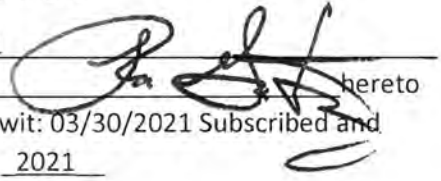
# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Hearing – Sidewall Drop and Detectable Warning Installation Program 2021  
City of Ottumwa

attached was published in said newspaper for 1 consecutive week's to-wit: 03/30/2021 Subscribed and sworn to before me, and in my presence, by the said 30th day of March, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 19.23

## COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Sidewalk Drop And Detectable Warning Installation Program 2021 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 6th day of April 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Install sidewalk drops and detectable warnings at various locations in the City of Ottumwa. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

Alicia Bankson

Prepared By

Larry Seal  
Department Head

Engineering  
Department

Ry Rott  
City Administrator Approval

AGENDA TITLE: Resolution #73-2021. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Catch Basin Replacement Program 2021.

\*\*\*\*\*

\*\*Public hearing required if this box is checked. \*\*

\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\*

RECOMMENDATION: Pass and adopt Resolution #73-2021.

DISCUSSION: This is our annual catch basin project and will reconstruct and raise catch basin wells with new grates as indicated on plans and specifications. Basins are located on various streets located within the City of Ottumwa.

Bids will be received and opened by the City of Ottumwa on April 28, 2021 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 4, 2021, or at a later date as determined by staff.

Budgeted amount: \$50,000.00 Sewer Fund

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #73-2021

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2021 CATCH BASIN REPLACEMENT PROGRAM

WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.



NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 6<sup>th</sup> day of April 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
  
\_\_\_\_\_  
Christina Reinhard, City Clerk

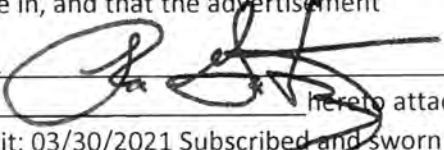
# PROOF OF PUBLICATION

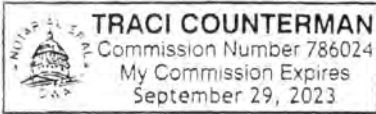
STATE OF IOWA  
WAPELLO COUNTY

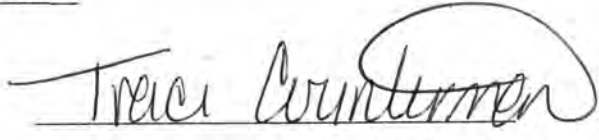
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Hearing – Catch Basin Replacement Program 2021

City of Ottumwa

 here attached was published in said newspaper for 1 consecutive week's to-wit: 03/30/2021 Subscribed and sworn to before me, and in my presence, by the said 30th day of March, 2021





Notary Public

In and for Wapello County

Printer's fee \$ 20.06

## COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Catch Basin Replacement Program 2021 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 6th of April 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the

improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Reconstruct and raise catch basins with new grates as indicated on plans and specifications. Basins are located on various streets within the City of Ottumwa. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Chris Reinhard, City Clerk



CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Darryl Seal*  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*Rf Rtr*  
City Administrator Approval

AGENDA TITLE: Resolution #74-2021. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Sanitary Utility Access Program 2021.

\*\*\*\*\*

\*\*Public hearing required if this box is checked. \*\*

\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\*

RECOMMENDATION: Pass and adopt Resolution #74-2021.

DISCUSSION: This project will place sanitary utility access in existing sanitary sewer lines and associated patch work. Manholes will be placed at locations that have either limited access points or problem areas prone to plugging causing increased cleaning maintenance.

Bids will be received and opened by the City of Ottumwa on April 28, 2021 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 4, 2021, or at a later date as determined by staff.

Budgeted amount: \$50,000.00 Sewer Fund

RESOLUTION #74-2021

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2021 SANITARY UTILITY ACCESS PROGRAM

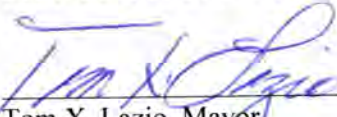
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 6<sup>th</sup> day of April 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
  
\_\_\_\_\_  
Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

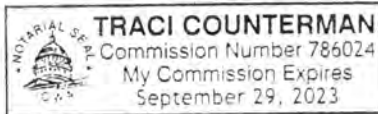
STATE OF IOWA  
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Hearing – Sanitary Utility Access Program 2021

City of Ottumwa

\_\_\_\_\_ here to attached was published in  
said newspaper for 1 consecutive week's to-wit: 03/30/2021 Subscribed and sworn to before me, and in my  
presence, by the said 30th day of March, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 19.23

## COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Sanitary Utility Access Program 2021 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 6th day of April 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Place sanitary sewer utility access over existing sanitary sewer lines, restoring sub base and full depth patch. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Chris Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

Alicia Bankson

Prepared By

*Darryl Seals*

Department Head

Engineering

Department

*Ry Rta*

City Administrator Approval

AGENDA TITLE: Resolution #75-2021. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the River Wall Extension Project.

\*\*\*\*\*

\*\*Public hearing required if this box is checked. \*\*

\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\*

RECOMMENDATION: Pass and adopt Resolution #75-2021.

DISCUSSION: This project will raise the north side river wall between the Hydro Dam and Wapello Street Bridge by one foot. The project is necessary for the river wall to meet FEMA's freeboard requirements. Work will include prepping the existing wall, installing rebar, placing concrete, and sealing joints. The length of the wall is 1,350 LF.

Bids will be received and opened by the City of Ottumwa on April 28, 2021 at 2 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 4, 2021, or at a later date as determined by staff.

Funding: \$500,000.00 CIP  
Estimate: \$ 65,000.00

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #75-2021

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE RIVER WALL EXTENSION PROGRAM

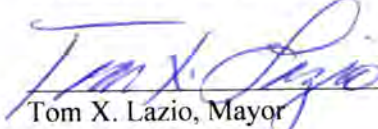
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 6th day of April 2021.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



4/1/21

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## Legal Notices

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### SECTION 00010 NOTICE OF PUBLIC HEAR- ING

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "River Wall Extension Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on April 6, 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: This project will raise approximately 1350 LF of river wall by 12" in height. Contractor will have to prepare the existing concrete, install rebar, form and place concrete. Ancillary work includes sealing joints, traffic control, and site restoration. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

**CITY OF OTTUMWA**  
Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Apr 6, 2021

Christina Reinhard   
Prepared By

Police  
Department

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 81-2021, Order Assessing Penalty, 1st Violation, to BW Gas & Convenience Retail d/b/a Yesway #1030, in the City of Ottumwa, Iowa.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Pass and adopt Resolution No. 81-2021.

DISCUSSION: On February 3, 2021, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

BW Gas & Convenience Retail d/b/a Yesway#1030  
1317 East Mary Street  
Ottumwa, Iowa

This is the time, place and date set for a public hearing on the matter, the Ottumwa City Council finds that based upon evidence submitted by the City Attorney's Office, BW Gas & Convenience Retail d/b/a Yesway#1030, committed a violation of Iowa Code section 453A.2(1). Order assessing Penalty, 1st Violation, is therefore ordered for the permit holder to remit

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

three hundred dollars (\$300.00) to the City on or before May 6, 2021 (30 days from the date of this Order). This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1). Be advised that failure to pay the civil penalty by this date shall automatically result in the suspension of the cigarette permit for a period of fourteen (14) days in addition to the \$300.00 fine.



**RESOLUTION # 81 - 2021**

**A RESOLUTION FOR A PUBLIC HEARING ORDER ASSESSING PENALTY, 1<sup>ST</sup> VIOLATION, TO BW GAS & CONVENIENCE RETAIL d/b/a YESWAY #1030, IN THE CITY OF OTTUMWA, IOWA**

WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the order assessing penalty, 1<sup>st</sup> violation, to BW Gas & Convenience Retail d/b/a Yesway #1030 located at 1317 East Mary Street; and

WHEREAS, No objections were received on this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: based upon evidence submitted by the City Attorney's Office, BW Gas & Convenience Retail d/b/a Yesway #1030, committed a violation of Iowa Code section 453A.2(1) and is therefore ordered to remit \$300.00 to the City on or before May 6, 2021.

APPROVED, PASSED AND ADOPTED, this 6<sup>th</sup> day of April 2021

CITY OF OTTUMWA, IOWA

ATTEST:

  
*Christina Reinhard*  
Christina Reinhard, City Clerk

*Tom Lazio*  
\_\_\_\_\_  
Tom Lazio, Mayor

# ORDER ASSESSING PENALTY 1<sup>ST</sup> VIOLATION

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IN RE:

BW Gas & Convenience Retail  
d/b/a Yesway #1030  
138 Conant St.  
Beverly, MA 01015

**ORDER ASSESSING  
PENALTY**

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On this 6<sup>th</sup> day of April, 2021, after a public hearing on the matter, the Ottumwa City Council FINDS that based upon evidence submitted by the City Attorney's Office, on Feb. 3, 2021 the above-captioned permit holder committed a violation of Iowa Code section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age and that this was a first violation of this statute.

IT IS THEREFORE ORDERED, that the above-captioned permit holder remit three hundred dollars (\$300.00) to the city on or before May 6, 2021 (30 days from the date of this Order). This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1). Be advised that failure to pay the civil penalty by this date shall automatically result in the suspension of the cigarette permit for a period of fourteen (14) days in addition to the \$300.00 fine.

  
\_\_\_\_\_  
**Mayor**

**STATE OF IOWA  
RETAIL  
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 2231-2021

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

Business Location Name: Yesway #1030

Business Location Address: 1317 E. Mary

Ottumwa, IA 52501

Ownership Type: LLC

Legal Owner Name: BW Gas & Convenience Retail

Legal Owner Mailing Address: 138 Conant St.

Beverly, MA 01015

Type of Sales: Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

This permit is nontransferable, is effective from July 1, 20 20 and  
automatically expires on June 30, 2021, unless suspended or revoked.

*In Testimony Whereof, I have caused the seal of the said*

City Ottumwa to be hereunto affixed. Done at Ottumwa,

in the State of Iowa, this 25 day of June, 20 20.

Issued By: Christina Reinhard, City Clerk

Christina Reinhard  
City Mayor or Clerk



This copy to be posted by the retailer where the sale is to be made in plain view of the public.

**CITY OF OTTUMWA  
NOTICE OF HEARING  
1<sup>ST</sup> VIOLATION**

March 16, 2021

BW Gas & Convenience Retail  
138 Conant Street  
Beverly, MA 01015

RE: Yesway #1030  
1317 E. Mary  
Ottumwa, IA 52501


On February 3, 2021, the Ottumwa Police Department conducted compliance checks of local tobacco retailers in order to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a nineteen-year-old, the employee was issued a citation for the violation, and the employee subsequently pled guilty to the charge. Upon review, I find that this is the first violation against your business for selling tobacco to an underage person. Chapter 453A.22(2)(a) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$300.00 for the first violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council to assess the civil penalty against you as required by Iowa Code. The hearing is set for 5:30 PM on Tuesday, April 6, 2021, in the City Council chambers located at City Hall, 105 East Third Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300 civil penalty.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to City Attorney Kristine Stone, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than March 30, 2021. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$300, made payable to the "City of Ottumwa". This will satisfy the penalty for a first violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 243-0314, or if you have obtained representation by an attorney in this matter, he/she should contact me.

A handwritten signature in black ink that reads "Kristine Stone". The signature is written in a cursive style with a horizontal line underneath it.

Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
kstone@ahlerslaw.com

**CITY OF OTTUMWA  
HEARING COMPLAINT  
1<sup>ST</sup> VIOLATION**

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IN RE:  
BW Gas & Convenience Retail  
d/b/a Yesway #1030  
138 Conant St.  
Beverly, MA 01015

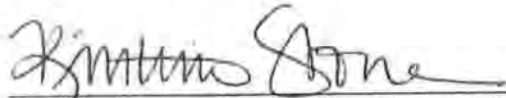
**HEARING COMPLAINT**

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The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
2. Iowa Code section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation of Iowa Code section 453A.2(1).
3. On or about February 3, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of three hundred dollars (\$300.00) against BW Gas & Convenience Retail.



Kristine Stone, City Attorney (AT0008828)  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
kstone@ahlerslaw.com

ATTORNEY FOR CITY OF OTTUMWA

IOWA POLICE CITATION AND COMPLAINT  
OTTUMWA POLICE DEPARTMENT

2020 0000378  
No 34878

STATE OF IOWA  
COUNTY OF WAPELLO  
CITY OF OTTUMWA  
IN THE COURT AT \_\_\_\_\_

WAPELLO CO. COURTHOUSE  
MAGISTRATE COURT, 101 W. FOURTH

State of Iowa-Plaintiff vs.  A Municipality, Plaintiff vs.

NAME: Van Deventer Dalton William John  
Defendant Last First Middle

ADDRESS: [REDACTED]  
Street

CITY: Ottumwa STATE: Ia ZIP: 52501

SS/DL # [REDACTED] I C I IA  
Type State

DOB [REDACTED] W M 6-00 290  
Mo. Day Year Race Sex Ht. Wt.

The undersigned states that on or about 2 3 2021 at 6:54  a.m.  p.m.  
defendant did unlawfully:

commit the act of selling tobacco to  
underage person (19)

LOCATION OF OFFENSE 1317 E Main (Yes Way) Ottumwa

IN VIOLATION OF: 453A.2 CODE OF IOWA, SECTION 2020  
LOCAL ORDINANCE: \_\_\_\_\_

REPORT TO THE ABOVE NAMED COURT ON  
2 9 2021 at 9:00  a.m.  p.m.

DATED: 2 3 2021 [Signature] 76  
Mo. Day Year Complainant Signature I.D. No.

I PROMISE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE.

[Signature]  
Signature of Defendant

Complainant Signature [Signature] 76  
Subscribed and sworn to before me by Jess Williams

Ottumwa this 4<sup>th</sup> day of FEB, 2021

Judge \_\_\_\_\_ Magistrate \_\_\_\_\_ Notary [Signature] #167  
Clerk District Court

805.5 Failure to appear. Any person who willfully fails to appear in court as specified by the citation shall be guilty of a simple misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars or by imprisonment in the county jail not exceeding 30 days or by both such fine and imprisonment.





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Trial Court Case  
Details

### Filings

Title: STATE VS VAN DEVENDER, DALTON WILLIAM JOHN

Case: 08901 SMSM045169 (WAPELLO)

Citation Number:

<u>Event</u>	<u>Filed By</u>	<u>Filed</u>	<u>Create Date</u>	<u>Last Updated</u>	<u>Action Date</u>
ORDER OF DISPOSITION	ERHARDT SAMUEL K.	02/09/2021	02/10/2021	02/10/2021	

*Comments:* DEFT TO PAY: FINE \$135+SC+CC. COPY TO COUNTY ATTY/MAIL TO

DEFT

WRITTEN PLEA OF GUILTY - FILED	VAN DEVENDER DALTON	02/09/2021	02/09/2021	02/09/2021	
CITATION	OTTUMWA POLICE	02/04/2021	02/05/2021	02/05/2021	

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

IN RE:  
BW Gas & Convenience Retail  
d/b/a Yesway #1030  
138 Conant St.  
Beverly, MA 01015

**ACKNOWLEDGMENT/  
SETTLEMENT  
AGREEMENT**

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300 made payable to the "City of Ottumwa" to settle the above referenced complaint.

PERMITTEE

CITY OF OTTUMWA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the "City of Ottumwa", should be returned to:**

**Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**

**CITY OF OTTUMWA**  
Staff Summary



**\*\* ACTION ITEM \*\***

Council Meeting of: Apr 6, 2021

Planning & Development  
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Ordinance No. 3181-2021, an ordinance amending the Code of Ordinances by changing the zoning classification on property located at 105 S Vine from C-3 Commercial Mixed-Use District to C-2 Community Commercial District.

\*\*\*\*\*



\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Pass first consideration of Ordinance No. 3181-2021.

DISCUSSION: The applicant purchased the property believing it was suitable for an auto sales lot and initiated the rezoning application when he was unable to obtain a certificate of zoning compliance to provide to the Department of Transportation for a dealership license. Property to the south and east of the 105 S Vine is already zoned C-2. There are at least three auto sales or auto service businesses within 250 feet of applicant. The rezoning would

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

be compatible with the character of the surrounding neighborhood.

If the rezoning request were granted, the applicant would be required to only display vehicles available for purchase. The applicant would be required to park vehicles only on paved surface. The applicant would be required to have at least 200 sq ft of display area per vehicle excluding maneuvering space. The applicant would be required to have at least one customer parking space per 2,000 square feet of outdoor display area. This would allow for the display of a maximum of 15 vehicles on the existing paved surface.

The Plan and Zoning Commission heard this rezoning request at the April 5, 2021 meeting.

**ORDINANCE NO. 3181-2021**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED AT 105 S VINE FROM C-3 TO C-2 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT:

SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

Lots Three (3), Four (4), Five (5), Six (6), and Seven (7) in Block Twenty-two (22) in Blake's Addition to the City of Ottumwa, Wapello County, Iowa.

Be and the same is hereby changed from its present zoning classification of "C-3" Commercial Mixed-Use District to "C-2" Community Commercial District.

SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 3

This ordinance shall be in full force and effect, from and after its passage, adoption and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION 4

When this ordinance is in effect, it shall automatically supplement, amend and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Passed on its second consideration on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Requirement of consideration and vote at two prior council meetings suspended  
on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Final passage and adoption on the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Tom X. Lazio, Mayor

\_\_\_ No action taken by Mayor.

\_\_\_ Vetoed this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Tom X. Lazio, Mayor

\_\_\_ Repassed and adopted over the veto this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_ Veto affirmed this \_\_\_\_ day of \_\_\_\_\_, 2021 by failure of vote taken to  
repass.

\_\_\_ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:

\_\_\_\_\_  
Chris Reinhard, City Clerk

**CITY OF OTTUMWA**  
Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Apr 6, 2021

Finance  
Department

Zach Simonson  
Prepared By  
Kala Mulder  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 69-2021, a resolution removing a special assessment applied to 1653 S Milner on Resolution No. 107-2020.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Pass and adopt Resolution No. 69-2021.

DISCUSSION: A total of \$577.87 in delinquent sewer fees were accumulated through 2020 by Blake Eilers, a rental tenant at 1653 S Milner. The service account was in Eilers' name. While the property owner was cc'd on notices regarding delinquent fees, notice did not specifically notify the property owner that the tenant's failure to balance the account would result in assessment to property taxes billed to the property owner. This resolution

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



will be provided to Wapello County to remove the assessment. Staff will review old notice procedures to ensure necessary notice for future assessments and seek collection of this debt from Eilers by other means.



[ CITY OF ]  
O T T U M W A

April 7, 2021

Wapello County Treasurer  
Wapello County Courthouse  
101 W Fourth  
Ottumwa, IA 52501

RE: Res No. 69-2021 – Removing a special assessment applied to 1653 S Milner on Resolution No. 107-2020.

The assessment applied to this property (on Res No. 108-2020) was for \$552.87 in delinquent sewer fees, which had accrued a \$25.00 City Administrative Charge (totaling \$577.87).

Resolution No. 69-2021 removes the special assessment applied to this property through Resolution No. 107-2020.

Please let me know should you require anything addition to complete this request.

Thank you!

Sincerely,

**Christina Reinhard**  
City Clerk

Enclosures

Cc: Kala Mulder, Director of Finance

RESOLUTION NO. 69-2021

A RESOLUTION REMOVING A SPECIAL ASSESSMENT APPLIED TO 1653 S MILNER ON RESOLUTION NO. 107-2020.

WHEREAS, by 2020 the tenant of 1653 S Milner accumulated a debt of \$552.87 for delinquent sewer fees; and

WHEREAS, Iowa Code Section 384.84 allows the City to assess delinquent fees against real estate taxes in the same manner as property tax; and

WHEREAS, Section 31-14 of the City of Ottumwa Municipal Code allows the City to assess delinquent fees according to Iowa Code Section 384.84; and

WHEREAS, the City assessed \$552.87 in delinquent fees on Resolution No. 107-2020, which had accrued a city administrative charge of \$25.00; and

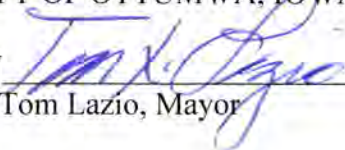
WHEREAS, the property owner was sent copies of delinquency notices but was not made specifically aware that delinquent fees owned by the tenant could be assessed to the real estate taxes billed to the property owner.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

That the special assessment for 1653 S Milner in the amount of \$552.87 plus administration fees be removed from Resolution No. 107-2020.

Approved, passed and adopted this 6<sup>th</sup> day of April 2021.

CITY OF OTTUMWA, IOWA

BY   
Tom Lazio, Mayor

  
ATTEST:  
  
Chris Reinhard, City Clerk

**RESOLUTION NO. 107-2020**

**A RESOLUTION ASSESSING DELINQUENT SEWER FEES ON  
PROPERTY TAXES**

- WHEREAS, The City of Ottumwa, Iowa has adopted a sewer fee ordinance for residents hooked up to the City sewer system;
- WHEREAS, The City of Ottumwa, Iowa has approved placing delinquent sewer fees on property taxes;
- WHEREAS, the delinquent fees are as follows:

**NAME:** Billy Lee Skinner  
**ADDRESS:** 1405 S Ferry Street, Ottumwa, IA  
**PARCEL:** #007417500075000  
**LEGAL**  
**DESCRIPTION:** PT NE FR 1/4 SEC 2-71-14 (A L 88) (1405 S FERRY)

Delinquent Sewer Fees	\$506.59
City Administrative Charge	<u>25.00</u>
<b>Total Fees/Charges</b>	<b>\$531.59</b>

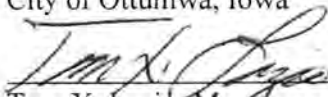
**NAME:** Blake Eilers  
**ADDRESS:** 1653 S Milner St  
**PARCEL:** # 007417500137000  
**LEGAL**  
**DESCRIPTION:** PT NESE COMM 843' 41/2" S OF NE CORNESE/S476'71/2"/W55.38RDS/N476'71/2"/E55.WILLIAMS SUB

Delinquent Sewer Fees	\$552.87
City Administrative Charge	<u>25.00</u>
<b>Total Fees/Charges</b>	<b>\$577.87</b>

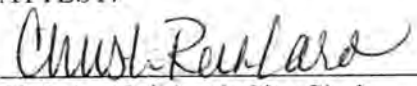
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA THAT the foregoing amount be assessed against the property as set forth hereinabove.

APPROVED, PASSED AND ADOPTED this 5th day of May, 2020.

City of Ottumwa, Iowa

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

## Chris Reinhard

---

**From:** Valerie McElroy <vmcelroy@wapellocounty.org>  
**Sent:** Friday, May 8, 2020 11:47 AM  
**To:** 'Chris Reinhard'  
**Subject:** Delinquent sewer and refuse charges - Resolution 107-2020, 108-2020

Chris,

I received 2 resolutions for assessing delinquent fees for sewer and refuse yesterday from Kala. There was a name issue with both of them.

- Resolution 107-2020, Tract 2, list charges for Blake Eilers at 1653 S Milner. I have this property listed under an Edward C and Lisa M Black as WD Joint Tenants. If Mr. Eilers is the tenant at this property, I need a corrected letter stating the WD holders and the tenants name so I can assess the charges.
- Resolution 108-2020, Tract 3, list charges for Rick Bleything at 834 Lake Road. I have this property listed under a Dean E/Rose Bleything as Deed Holders. Same scenario as above, if Rick is the tenant.
  - Tract 4, list charges for Blake Eilers again at 1653 S Milner.

I will assess these charges once I receive corrected letters for both resolutions.

Thank you for your help, 😊

*Valerie McElroy*

Deputy Treasurer  
Wapello County Treasurers' Office  
101 W. Fourth St.  
Ottumwa, IA 52501  
Phone: 641-683-0044  
[vmcelroy@wapellocounty.org](mailto:vmcelroy@wapellocounty.org)

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Apr 6, 2021

Zach Simonson

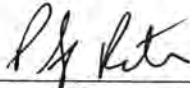
Prepared By

Kala Mulder 

Department Head

Finance

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 70-2021, a resolution removing a special assessment applied to 1653 S Milner on Resolution No. 108-2020.

\*\*\*\*\*

\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Pass and adopt Resolution No. 70-2021.

DISCUSSION:

A total of \$274.09 in delinquent refuse collection fees were accumulated through 2020 by Blake Eilers, a rental tenant at 1653 S Milner. The service account was in Eilers' name. While the property owner was cc'd on notices regarding delinquent fees, notice did not specifically notify the property owner that the tenant's failure to balance the account would result in assessment to property taxes billed to the property owner. This resolution

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

will be provided to Wapello County to remove the assessment. Staff will review old notice procedures to ensure necessary notice for future assessments and seek collection of this debt from Eilers by other means.



[ CITY OF ]  
O T T U M W A

April 7, 2021

Wapello County Treasurer  
Wapello County Courthouse  
101 W Fourth  
Ottumwa, IA 52501

RE: Res No. 70-2021 – Removing a special assessment applied to 1653 S Milner on Resolution No. 108-2020.

The assessment applied to this property (on Res No. 108-2020) was for \$249.09 in delinquent sewer fees, which had accrued a \$25.00 City Administrative Charge (totaling \$274.09).

Resolution No. 70-2021 removes the special assessment applied to this property through Resolution No. 108-2020.

Please let me know should you require anything addition to complete this request.

Thank you!

Sincerely,

**Christina Reinhard**  
City Clerk

Enclosures

Cc: Kala Mulder, Director of Finance

City of Ottumwa  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0600 Fax 641-683-0613



RESOLUTION NO. 70-2021

A RESOLUTION REMOVING A SPECIAL ASSESSMENT APPLIED TO 1653 S MILNER ON RESOLUTION NO. 108-2020.

WHEREAS, by 2020 the tenant of 1653 S Milner accumulated a debt of \$249.09 for delinquent refuse collection fees; and

WHEREAS, Iowa Code Section 384.84 allows the City to assess delinquent fees against real estate taxes in the same manner as property tax; and

WHEREAS, Section 31½-35 of the City of Ottumwa Municipal Code allows the City to assess delinquent fees according to Iowa Code Section 384.84; and

WHEREAS, the City assessed \$249.09 in delinquent fees on Resolution No. 108-2020, which had accrued a city administrative charge of \$25.00; and

WHEREAS, the property owner was sent copies of delinquency notices but was not made specifically aware that delinquent fees owned by the tenant could be assessed to the real estate taxes billed to the property owner.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

That the special assessment for 1653 S Milner in the amount of \$249.09 plus administration fees be removed from Resolution No. 108-2020.

Approved, passed and adopted this 6<sup>th</sup> day of April 2021.

CITY OF OTTUMWA, IOWA

BY   
Tom Lazio, Mayor

ATTEST:

  
Chris Reinhard, City Clerk

**RESOLUTION NO. 108-2020**

**A RESOLUTION ASSESSING DELINQUENT REFUSE COLLECTION  
FEES ON PROPERTY TAXES**

WHEREAS, The City of Ottumwa, Iowa has adopted mandatory refuse collection for all City Residents;

WHEREAS, The City of Ottumwa, Iowa has approved placing delinquent refuse collection fees on property taxes;

WHEREAS, The delinquent fees are as follows:

NAME: Billy Lee Skinner  
ADDRESS: 1405 S Ferry Street, Ottumwa, IA  
PARCEL: #007417500075000  
LEGAL  
DESCRIPTION: PT NE FR 1/4 SEC 2-71-14 (A L 88) (1405 S FERRY)  
Delinquent Refuse Fees \$226.75  
City Administrative Charge 25.00  
Total Fees/Charges \$251.75

NAME: Charles R. Pilcher Jr.  
ADDRESS: 1013 Lake Road  
PARCEL: #007417510001000  
LEGAL  
DESCRIPTION: PT NE 3-71-14 BG716.5'W NECOR/SW ALG HWY  
267'/W758'/N225/E 898 - BG  
Delinquent Refuse Fees \$71.64  
City Administrative Charge 25.00  
Total Fees/Charges \$96.64

NAME: Rick Bleything  
ADDRESS: 834 Lake Road  
PARCEL: # 007417560005000  
LEGAL  
DESCRIPTION: PT SE SE SEC. 34-72-14 & PT SW SW SEC. 35-72-14 KNOWN  
AS LOT 6 A B WILLIAMS SUB  
Delinquent Refuse Fees \$167.29  
City Administrative Charge 25.00  
Total Fees/Charges \$192.29

NAME: Blake Eilers  
ADDRESS: 1653 S Milner St  
PARCEL: # 007417500137000

**LEGAL**

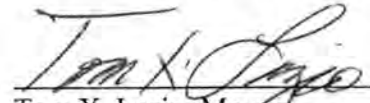
**DESCRIPTION:** PT NESE COMM 843' 41/2" S OF NE  
CORNESE/S476'71/2"/W55.38RDS/N476'71/2"/E55.WILLIAMS SUB

<b>Delinquent Refuse Fees</b>	<b>\$249.09</b>
<b>City Administrative Charge</b>	<b><u>25.00</u></b>
<b>Total Fees/Charges</b>	<b><u>\$274.09</u></b>


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA THAT the foregoing amounts be assessed against the respective properties as set forth hereinabove.

APPROVED, PASSED AND ADOPTED this 5th day of May 2020.

City of Ottumwa, Iowa

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

Alicia Bankson

Prepared By

*Darry Seals*  
Department Head

Engineering  
Department

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #71-2021. Addressing a Notice of Assignment of Contract Funds and Authorizing Mayor to sign Letter of Acknowledgment on the Johnson Avenue Reconstruction Project.

\*\*\*\*\*

**\*\*Public hearing required if this box is checked. \*\***

**\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\***

RECOMMENDATION: Pass and adopt Resolution #71-2021. Discuss the Notice of Assignment of Contract Funds received from Northern Escrow, Inc. on the Johnson Avenue Reconstruction Project.

DISCUSSION: This project involves full-width, full depth 8" PCC reconstruction of Johnson Avenue from Albia Road approximately 206' south. Consideration was given to a mill and HMA overlay. Considering the use of this section for semi's turning traffic movements, PCC would be a better structural choice. This project has 25 working days.

The contract was awarded to Pillar, Inc. of Huxley, Iowa on February 16, 2021 and the Contract, Insurance, Payment and Performance Bonds were approved on March 2, 2021.

A letter was received from Northern Escrow, Inc. of St. Paul, Minnesota requesting assignment of contract funds due Pillar, Inc. for work completed on the Johnson Avenue Reconstruction Project.

Funding: ESRP \$900,000  
\$358,509.81 remaining

Estimated cost: \$109,000

RESOLUTION #71-2021

A RESOLUTION AWARDING THE CONTRACT FOR THE JOHNSON AVENUE  
RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa did award the Johnson Avenue Reconstruction Project to Pillar, Inc. of Huxley, Iowa on February 16, 2021; and,

WHEREAS, The City Council of the City of Ottumwa did approve the Contract, Insurance, Payment and Performance Bonds of Pillar, Inc. of Huxley, Iowa on March 2, 2021.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the Letter of Acknowledgment received from Northern Escrow, Inc. for the assignment of contract funds due Pillar, Inc. of Huxley, Iowa for work completed on the Johnson Avenue Reconstruction Project.

APPROVED, PASSED, AND ADOPTED, this 6<sup>th</sup> day of April, 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk



**NOTICE OF ASSIGNMENT OF CONTRACT FUNDS**

March 3, 2021

VIA CERTIFIED MAIL#7018 0680 0000 2303 3274

Mayor Tom X. Lazio  
City of Ottumwa  
105 E. Third Street  
Ottumwa, IA 52501

Re: Pillar Inc  
Johnson Avenue Reconstruction, Ottumwa, Iowa

Mayor Lazio:

As per Bond#GRIA44702A and the attached letter, please direct all payments relating to *this project* to Northern Escrow, Inc. Our address is 1276 So. Robert St., West St. Paul, MN 55118. We also request that when you forward the payment, a copy of the pay estimate be included. The escrow company will be working with the contractor to ensure that all vendors and suppliers are paid in a timely manner. If you become aware of any problems, contact us as soon as possible.

We have also attached a letter of acknowledgement. Please complete including the name of the appropriate contact person and their phone number and return via fax or mail. Please note that failure to return the acknowledgement does not release the assignment of contract funds.

If you have any questions about this process, please feel free to contact me at (651) 457-9621 or via email at [hschaus@northernescrowinc.com](mailto:hschaus@northernescrowinc.com). Thank you in advance for your cooperation in this matter.

Sincerely,

Heather K. Schaus

enclosures

March 2, 2021

Mayor Tom X. Lazio  
City of Ottumwa  
105 E. Third Street  
Ottumwa, IA 52501


Re: Johnson Avenue Reconstruction, Ottumwa, Iowa

Mayro Lazio:

We, the undersigned, hereby irrevocably request that all payments due or to become due on account of the contract dated on or about 3/02/2021 by and between City of Ottumwa and the undersigned for the performance of contract work related to the above referenced contract be forwarded and made payable to Northern Escrow, Inc., FBO Pillar Inc, 1276 South Robert Street, West St. Paul, MN 55118, agent for surety Granite Re, Inc., 14001 Quailbrook Drive , Oklahoma City, OK 73134, which company is surety on the performance and payment bonds given in connection with the aforesaid contract.

We advise there shall be no modification or change in these instructions without the written authorization and consent of Granite Re, Inc. or its agent, Northern Escrow, Inc.

Pillar Inc

By:   
Its President

cc: Granite Re, Inc.  
Northern Escrow, Inc.

## Letter of Acknowledgement

I have received and am in agreement with the request of the contractor and the surety for the funds on this project to be escrowed through Northern Escrow, Inc. In compliance, all disbursements will be sent to Northern Escrow, Inc. unless otherwise directed by the surety, in writing.

Northern Escrow, Inc.  
1276 So. Robert St.  
West St. Paul, MN 55118

**Bond No.** GRIA44702A  
**Contractor:** Pillar Inc  
**Project Owner:** City of Ottumwa  
**Description:** Johnson Avenue Reconstruction, Ottumwa, Iowa

**Date:** April 6, 2021

**Acknowledged By:** Tom X. Lazio

**Printed or Typed Name:** Tom X. Lazio

**Title:** MAYOR

**Name of Contact Person:** Larry Seals, Public Works Director

**Phone Number:** 641-683-0680

Please return via email [hschaus@northernescrowinc.com](mailto:hschaus@northernescrowinc.com)  
or fax to (651) 744-9930



## Letter of Acknowledgement

I have received and am in agreement with the request of the contractor and the surety for the funds on this project to be escrowed through Northern Escrow, Inc. In compliance, all disbursements will be sent to Northern Escrow, Inc. unless otherwise directed by the surety, in writing.

Northern Escrow, Inc.  
1276 So. Robert St.  
West St. Paul, MN 55118

**Bond No.** GRIA44702A  
**Contractor:** Pillar Inc  
**Project Owner:** City of Ottumwa  
**Description:** Johnson Avenue Reconstruction, Ottumwa, Iowa

**Date:** April 6, 2021

**Acknowledged By:** 

**Printed or Typed Name:** Tom X. LAZIO

**Title:** MAYOR

**Name of Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

Please return via email [hschaus@northernescrowinc.com](mailto:hschaus@northernescrowinc.com)  
or fax to (651) 744-9930



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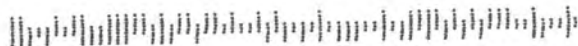
ZIP 55118  
041M11461072

Larry

Mayor Tom X. Lazio  
City of Ottumwa  
105 E. Third Street  
Ottumwa, IA 52501

1st NOTICE \_\_\_\_\_  
2nd NOTICE \_\_\_\_\_  
RETURNED \_\_\_\_\_

52501\$2999 0025



CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

Engineering Department  
Department

Dwight Dohlman  
Prepared By  
*Darryl Seals*  
Department Head

*P. J. K...*  
City Administrator Approval

AGENDA TITLE: Resolution #76-2021. Award the Contract for the 2021 RFP #3 – Eisenhower Pedestrian Bridge Repairs and authorizing the Mayor to sign the contract.

\*\*\*\*\*

**\*\*Public hearing required if this box is checked. \*\***

**\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\***

RECOMMENDATION: Pass and adopt Resolution #76-2021.

DISCUSSION: This project consists primarily of horizontal, vertical, and overhead concrete repair to the structural sidewalk ramp located on the west side of Hwy 63. Repairs will consist primarily of structural concrete repair and epoxy injection based on the unit pricing provided by the successful contractor. Work was previously performed to the east ramp in 2018, which addressed the most severe repairs. This project will be focused on the most severe repairs to the west ramp. Project includes a unit price contract that will make use of the available funding noting only a portion of the needed repairs will likely be addressed. Project is scheduled to begin June 1, 2021 when the school year finishes, and be completed by July 30, 2021.

The RFP was sent to nine contractors and downloaded from the City's website by another six contractors. Three bids were received and opened on March 24, 2021 at 2:00 p.m.

The low bidder for the work is Boulder Contracting, LLC in Grundy Center, Iowa in the sum of \$85,500.00. Staff recommends the City Council award the contract to Boulder Contracting, LLC for RFP #3.

A copy of the bid tab and plan holders list is attached.

Source of Funds: \$80,000

FY 22 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #76-2021

A RESOLUTION AWARDING THE 2021 RFP #3 EISENHOWER PEDESTRIAN BRIDGE  
REPAIRS PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Boulder Contracting, LLC of Grundy Center, Iowa in the amount of \$85,500.00.

APPROVED, PASSED, AND ADOPTED, this 6<sup>th</sup> day of April, 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk



**PLAN HOLDERS LIST**

**2021 RFP #3 - Eisenhower Pedestrian Bridge Repair  
Ottumwa, Iowa 52501**

Engineer's Estimate: \$80,000.00

**Bids Received: March 24, 2021**

**Plan Deposit: N/A**

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	<b>City of Ottumwa</b>					
2	<b>CLC Metro</b> 8401 Douglas Ave Ste. 5 Urbandale, IA 50322 <a href="mailto:Mikev@CLCHydro.com">Mikev@CLCHydro.com</a>	515-238-2646	City Website 3/4/2021			
3	<b>Lejas Corporation</b> 6202 S Maple Avenue Suite 127 Tempe, AZ 85283 <a href="mailto:rringleb@lejascorp.com">rringleb@lejascorp.com</a>	480-775-1152	City Website 3/5/2021			
4	<b>Peterson Contractors Inc</b> 104 Blackhawk St Reinbeck, IA 50669 <a href="mailto:sam@pcius.com">sam@pcius.com</a>	319-345-2713	City Website 3/5/2021			
5	<b>Boulder Contracting</b> 606 E 1st St Grundy Center IA 50638 <a href="mailto:luke@bouldercontracting.net">luke@bouldercontracting.net</a>	319-269-8680	City Website 3/6/2021			
6	<b>Cramer and Associates, Inc.</b> 3100 SW Brookside Dr Grimes, IA 50109 <a href="mailto:bjacob@cramerbridges.com">bjacob@cramerbridges.com</a>	515-265-1447	City Website 3/18/2021			
7	<b>Minturn</b> PO Box 369 Brooklyn, IA 52211 <a href="mailto:estimating@minturninc.com">estimating@minturninc.com</a>	641-455-0331	City Website 3/20/2021			
8	<b>Hymbaugh Construction</b> 821 Quiet Hrbor Creston, IA 50801 <a href="mailto:hymcon@yahoo.com">hymcon@yahoo.com</a>	641-340-0232	Emailed 3/3/2021			
9	<b>Christner Contracting</b> 17587 Hwy 34 Ottumwa, IA 52501 <a href="mailto:alan@christnercontracting.com">alan@christnercontracting.com</a>	641-684-0648	Emailed 3/3/2021			
10	<b>Drish Constructions, Inc.</b> 1701 S Main St Fairfield, IA 52556 <a href="mailto:drish.trevorb@gmail.com">drish.trevorb@gmail.com</a>	641-472-9506	Emailed 3/3/2021			
11	<b>RG Construction</b> 215 E 4th St Ottumwa, IA 52501 <a href="mailto:Rod@RGconstructioncompany.com">Rod@RGconstructioncompany.com</a>	641-954-9898	Emailed 3/3/2021			
12	<b>Chickering Foundations</b> 3338 Highway 918 Eldon, IA 52554 <a href="mailto:chickeringfoundations@hotmail.com">chickeringfoundations@hotmail.com</a>	641-680-4904	Emailed 3/3/2021			
13	<b>McClure &amp; Co. Concrete</b> 12040 Rose Ave Floris, IA 52560 <a href="mailto:mconc@netins.net">mconc@netins.net</a>	641-680-3488	Emailed 3/3/2021			
14	<b>Winger Contracting</b> 918 Hayne St Ottumwa, IA 52501 <a href="mailto:Kenny@wingercompanies.com">Kenny@wingercompanies.com</a>	641-682-3407	Emailed 3/3/2021			
15	<b>E &amp; H Restoration</b> 1926 Comenitz Dr Davenport, IA 52802 <a href="mailto:george@ehrestoration.com">george@ehrestoration.com</a>	563-322-3335	Emailed 3/3/2021			
16	<b>Western Specialty Contractors</b> 1829 Industrial Circle	515-225-8240	Emailed			

	West Des Moines, IA 50265 <a href="mailto:AdamC@westernspecialtycontractors.com">AdamC@westernspecialtycontractors.com</a>		3/3/2021			

March 3, 2021

## CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 6th day of April, 2021 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Boulder Contracting, LLC. hereinafter called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: **EISENHOWER PEDESTRIAN BRIDGE REPAIR** as stated in the attached **RFP #3. RFP #3** and signed proposal included as part of this contract.

In the following location, to wit, **OVER US HIGHWAY 63 NEAR EISENHOWER ELEMENTARY SCHOOL BETWEEN ROCHESTER STREET AND BONITA AVENUE.**

It is understood and agreed: Contract paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with.

The Owner will endeavor to provide the Contractor with sales tax exemption authority for taxable purchases required on said project. The Contractor is not to pay Iowa state sales tax for material required. In the event the Contractor pays sales or use tax on materials or equipment used or supplied during construction, all Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **RFP #3**, said payment to be made upon presentation of an invoice for aforesaid improvement.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. In addition, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.



March 3, 2021

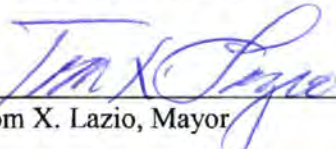
Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

IN WITNESS WHEREOF, this Contract has been executed in duplicate on the date first herein written.


CITY OF OTTUMWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Chris Reinhard, City Clerk



 Laurie K. Starnore  
Contractor

Boulder Contracting, LLC  
Address

P.O. Box 310, 606 E 1<sup>st</sup> Str.  
City, State, Zip

Grundy Center, IA 50638

March 3, 2021

ENGINEERING DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: EISENHOWER PEDESTRIAN BRIDGE REPAIR

3/24/2021  
Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for construction services and agrees to furnish said construction services in accordance with those documents.

**CONCRETE REPAIRS**

Bid Items:

	QTY	UNIT	PRICE	EXTENSION
1. Bonds and Mobilization	1	LS	\$ <u>9,700.00</u>	\$ <u>9,700.00</u>
2. Shallow Concrete Repairs	250	SF	\$ <u>115.00</u>	\$ <u>28,750.00</u>
3. Regular Concrete Repairs	250	SF	\$ <u>140.00</u>	\$ <u>35,000.00</u>
4. Epoxy Crack Injection	10	LF	\$ <u>360.00</u>	\$ <u>3,600.00</u>
5. Waterproof Coating	750	SF	\$ <u>9.00</u>	\$ <u>6,750.00</u>
6. One Year Performance and Payment Bonds	1	LS	\$ <u>1,700.00</u>	\$ <u>1,700.00</u>
		TOTAL		\$ <u>85,500.00</u>

July 30, 2021  
COMPLETION DATE

1 Year  
WARRANTY

A \$200.00 per day penalty will be assessed for failure to complete this project in the allocated time. The City shall also reserve the right to void the contract and award it to the next lowest responsible bidder, if the undersigned has not started work by the completion date.

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal, which in its opinion is to the best interest of the City.

If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

BOULDER CONTRACTING, LLC.  
Name of Company

641-243-3285  
Phone Number

By [Signature]  
Authorized Signature

3/24/2021  
Date



# AIA Document A312™ – 2010

Bond Number 130882T

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

Boulder Contracting, LLC  
25789 N Avenue  
Grundy Center IA 50638

**SURETY:**

(Name, legal status and principal place  
of business)

Westfield Insurance Company  
P O Box 5001  
Westfield Center OH 44251

**OWNER:**

(Name, legal status and address)

City of Ottumwa  
105 E Third Street  
Ottumwa IA 52501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**

Date:

Amount: Eighty-five Thousand Five Hundred & no/100ths (\$85,500.00)

**Description:**

(Name and location) Eisenhower Pedestrian Bridge Repair

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: Eighty-five Thousand Five Hundred & no/100ths (\$85,500.00)

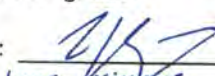
Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

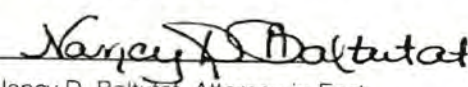
Company: (Corporate Seal)  
Boulder Contracting, LLC

**SURETY**

Company: (Corporate Seal)  
Westfield Insurance Company

Signature: 

Name: Luke Kimbuz  
and Title: owner

Signature: 

Name: Nancy D. Baltutat, Attorney-in-Fact  
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

LMC Insurance & Risk Management  
4200 University Avenue #200  
West Des Moines IA 50266

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

SURETY

Company:

*(Corporate Seal)*


Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

  
LARRY KOSKOWSKI OWNER  
PO BOX 310, GRANDY CENTER, IA

Signature: \_\_\_\_\_

Name and Title:

Address

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



# AIA Document A312™ – 2010

## Payment Bond

Bond Number 130882T

**CONTRACTOR:**

*(Name, legal status and address)*

Boulder Contracting, LLC  
25789 N Avenue  
Grundy Center IA 50638

**SURETY:**

*(Name, legal status and principal place of business)*

Westfield Insurance Company  
P O Box 5001  
Westfield Center OH 44251

**OWNER:**

*(Name, legal status and address)*

City of Ottumwa  
105 E Third Street  
Ottumwa IA 52501

**CONSTRUCTION CONTRACT**

Date:

Amount: Eighty-five Thousand Five Hundred & no/100ths (\$85,500.00)

Description: Eisenhower Pedestrian Bridge Repair  
*(Name and location)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: Eighty-five Thousand Five Hundred & no/100ths (\$85,500.00)

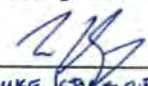
Modifications to this Bond:  None  See Section 18

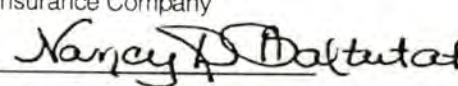
**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Boulder Contracting, LLC

**SURETY**

Company: *(Corporate Seal)*  
Westfield Insurance Company

Signature:   
Name: LUKE KOSMOS  
and Title: OWNER

Signature:   
Name: Nancy D. Baltutat  
and Title: Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

LaMair-Mulock-Condon Co.  
4200 University Avenue #200  
West Des Moines IA 50266

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

SURETY

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

*LUKE KJURNOFF OWNER*

Name and Title: \_\_\_\_\_

Address

*PO Box 310, 606 E. 1<sup>ST</sup> ST. GRANDY CENTER  
IA 50638*

Address

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/07/16, FOR ANY PERSON OR PERSONS NAMED BELOW

General Power of Attorney

POWER NO. 1429172 00

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MARK E. KEAIRNES, JOSEPH I. SCHMIT, JEFFREY R. BAKER, JILL SHAFFER, GREG T. LAMAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, CHRISTOPHER R. SEIBERLING, JOINTLY OR SEVERALLY

of WEST DES MOINES and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of JUNE A.D., 2016

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Dennis P. Baus

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of JUNE A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this March day of A.D., 2021



Signature of Frank A. Carrino Secretary

Frank A. Carrino, Secretary



CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

Engineering Department  
Department

Dwight Dohlman  
Prepared By  
*Darryl Seeds*  
Department Head

*Ry RC*  
City Administrator Approval

AGENDA TITLE: Resolution #77-2021. Approving the Professional Services Agreement between the City of Ottumwa and Willett Hofmann and Associates, Inc. for the 2021 City Hall Improvements Project and authorize the Mayor to sign the Agreement.

\*\*\*\*\*

**\*\*Public hearing required if this box is checked.\*\***

**\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\***

RECOMMENDATION: Pass and adopt Resolution #77-2021.

DISCUSSION: This Agreement is for Willett Hofmann and Associates, Inc. of Cedar Rapids, Iowa, to provide architectural and engineering services in association with the City Hall Improvements Project. The scope of work initially includes schematic design to evaluate HVAC options and the impact to City Hall interior finishes and operations.

The City of Ottumwa began the process by soliciting qualified architectural and engineering firms for this project on February 2, 2021 when Requests for Qualifications were sent to five firms plus the Iowa Chapter of American Institute of Architects' job board and the City's website. A review committee was established consisting of four staff members plus Councilman Roe. Responses were received from sixteen different firms on February 25, 2021. Each member of the selection committee reviewed and scored each response. On March 8, 2021, the selection committee met and compared scores and selected three firms to interview. Following the March 19, 2021 interviews, it was determined that Willett Hofmann was the most qualified for this project.

The City Hall Improvements Project will consist of schematic design to determine the best Heating, Ventilation, and Air Conditioning (HVAC) system to replace the boiler, which has been operating since 1958 and is well beyond its service life. Also, a new HVAC system will impact the first floor finishes, so consideration is to be given returning the first floor to a more historically accurate décor. The various options and cost opinions will be presented to the City Council by representatives of Willett Hofmann at a June 2021 City Council meeting so a formal direction can be decided. The consultant will then start the

Source of Funds: \$70,000 CIP 151-432

Budgeted Item: Yes

Budget Amendment Needed: No

design development and construction document phases for an additional fee, if approved. These schematic design services will be based on actual cumulative hours to the project by each class of Willett Hofmann employees at the hourly billing rate for each applicable billing class, plus reimbursement of expenses incurred in connection with providing services within this Agreement.

Compensation is \$42,500.00 to complete the schematic design. Staff recommends approving and executing the professional services agreement with Willett Hofmann and Associates, Inc.

RESOLUTION #77-2021

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN WILLETT HOFMANN AND ASSOCIATES, INC. AND THE CITY OF OTTUMWA FOR  
THE CITY HALL IMPROVEMENTS PROJECT

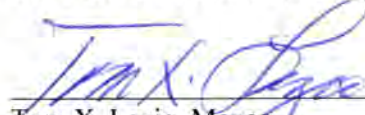
WHEREAS, Willett Hofmann and Associates, Inc.'s scope of work will include providing architectural and engineering services in association with the City Hall Improvements and will initially include schematic design to evaluation HVAC options and the impact to City Hall interior finishes and operations; and,

WHEREAS, Compensation to complete the schematic design will be \$42,500.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Professional Services Agreement between Garden & Associates, LTD and the City of Ottumwa for the Ottumwa Main Street Project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6<sup>th</sup> day of April, 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk

Architectural Offices Receiving RFQ by Email:

- Rod Kruse, Ottumwa
- Shive-Hattery, Iowa City
- Neumann Monson, Iowa City
- RDG, Cedar Rapids
- OPN, Cedar Rapids
- Iowa Chapter of American Institute of Architects, Des Moines, IA

List of Firms Responding to City Hall Improvements RFQ:

- Align Architecture & Planning – Waterloo, IA
- Connect Architecture – Des Moines, IA
- ETHOS Design Group – Polk City, IA
- Faithe-Built Architecture – Ottumwa, IA
- Farnsworth Group – Waukee, IA
- FEH Design – Des Moines, IA
- FRK Architects & Engineers – West Des Moines, IA
- ID8 Architects, PLC – Des Moines, IA
- Klingner & Associates, P.C. – Pella, IA
- MA Architecture – Des Moines, IA
- Martin Gardner Architecture – Marion, IA
- OPN Architects – Iowa City, IA
- RDG Planning-Design – Des Moines, IA
- Shive-Hattery Architecture & Engineering – Coralville, IA
- Substance Architecture – Des Moines, IA
- Willett Hofmann & Associates, Inc. – Cedar Rapids, IA





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108 1-800-527-9049	<b>CONTACT NAME:</b> Audrey McNeill <b>PHONE (A/C, No, Ext):</b> 800-527-9049 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>														
<b>INSURED</b> Willett, Hofmann & Associates, Inc. 809 East Second Street Dixon, IL 61021	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: HARTFORD UNDERWRITERS INS CO</td> <td>30104</td> </tr> <tr> <td>INSURER B: ACUITY A MUT INS CO</td> <td>14184</td> </tr> <tr> <td>INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HARTFORD UNDERWRITERS INS CO	30104	INSURER B: ACUITY A MUT INS CO	14184	INSURER C: XL SPECIALTY INS CO	37885	INSURER D:		INSURER E:		INSURER F:	
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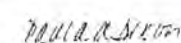
**COVERAGES**      **CERTIFICATE NUMBER:** 61776856      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		84SBUAH9RFD	11/01/20	11/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZH1342	11/01/20	11/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZH1342	11/01/20	11/01/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZH1342	11/01/20	11/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Umbrella			84SBUAH9RFD	11/01/20	11/01/21	Each Occurrence 5,000,000
C	Professional Liability			DPR9968002	11/01/20	11/01/21	Each Claim 2,000,000
	Each Claim						Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City Hall Renovation. Project Manager: Allen Varney  
 City of Ottumwa is an additional insured on the General Liability as required by written contract with the insured, per policy terms and conditions.

<b>CERTIFICATE HOLDER</b> City of Ottumwa 105 E. Third Street Ottumwa, IA 52501 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Acquired by Willett, Hofmann & Associates, Inc.

March 26, 2021

The Honorable Mayor Tom Lazio  
103 East 3rd Street  
Ottumwa, Iowa 52501

RE: Proposal for Professional Services  
Ottumwa City Hall Improvements

Dear Mayor Lazio:

As the result of being selected by the City to provide professional services for the City Hall Improvements Project and in response to your request, Willett, Hofmann & Associates, Inc. is pleased to submit the following proposal for Professional Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the Project, and as outlined in the original February 2, 2021 RFQ.

**PROJECT UNDERSTANDING:**

In accordance with the original RFQ, Willett, Hofmann & Associates, Inc. (WHA) and West Plains Engineering, Inc. (WPE) will provide the following professional services:

- Evaluate the five (5) replacement heating, ventilation, and air conditioning (HVAC) systems explored in Michael's Energy 2018 Feasibility Study of Alternative Systems to consider energy efficiency savings, rebates, and possible grants, along with costs associated with phasing, moving and/or relocation of City staff during the course of construction.
- Prioritize HVAC concerns include zone development for heating and cooling minimizing the degree of temperature variation, appropriate fresh air intake, and quiet HVAC operations for the Council Chambers and throughout the building.
- Assemble opinions of costs using information on the five (5) HVAC options to drive replacement or modification of replacement mechanical, electrical, and plumbing systems throughout the entire facility along with subsequent remodeling of interior spaces for enhanced functionality and ADA compliance.
- Provide consideration to restore the first-floor area to its original U.S. Post Office characteristic while maintaining office setting to include current office occupants.
- Present options with associated cost opinions and recommendations to City staff and to the City Council.

**SCOPE OF PROFESSIONAL SERVICES:**

Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services.

625 32<sup>nd</sup> Avenue SW, Cedar Rapids, IA 52404 T: (319) 378-1401 F: (815) 284-3385

**FEE FOR PROFESSIONAL SERVICES:**

Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services described, on the attached Exhibit 1 – Scope of Professional Services, on a lump sum basis of Forty-Two Thousand Five Hundred and 00/100 Dollars (\$42,500.00).

**SCHEDULE OF WORK TO BE DONE:**

WHA will perform the work as listed in Exhibit 1 with the goal of presenting the deliverables described herein at the first City Council Meeting in July 2021.

**DELIVERABLES:**

As indicated in our cost proposal submitted with our SOQ, WHA will provide the following work products at the first City Council Meeting in July 2021:

- Updated Architectural plans of each principal floor, 4 total sheets.
- Updated Mechanical and electrical system plans of each principal floor, 8 total sheets.
- Building section showing proposed vertical shafts and access points, 1 sheet.
- Photo details illustrating specific areas of work and proposed changes, 1 sheet.
- Cost opinion for the recommended project scope in an Excel Spreadsheet, as well as comparative cost opinions for the various options explored.
- Summary Report indicating the steps taken and work completed and including:  
Recommended phasing to complete the project while the City Hall remains in service,  
and recommendations for the next steps in the process.

**TERMS & CONDITIONS:**

The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

The proposed **scope of services** described in the attached Exhibit 1 are negotiable, however if the proposed services and terms meet with your approval, please sign this letter agreement, and return one copy to our office.

**PROPOSAL ACCEPTED:**

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

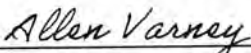
By 

Name/Title Tom X. Lazio, Mayor

Date 4-6-2021

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.  
Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY   
Allen M. Varney III, AIA  
Senior Architect

AMV  
Encl.  
cc: file

## EXHIBIT 1 - SCOPE OF PROFESSIONAL SERVICES

PROJECT: Ottumwa City Hall Improvements  
103 East 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501

DATE: March 26, 2021

### SCOPE OF PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc. (WHA) along with West Plains Engineering (WPE) will provide the following professional services for this project with the team members as outlined in our SOQ.

- **COLLECT INFORMATION**

Our first step will be to conduct a Kick-Off meeting with designated City representatives to receive all plans, reports, and information we will use during the work and to refine the goals of this project. Then, a team of professionals including architectural, structural, mechanical, and electrical staff will tour the facilities and review the condition of existing construction and equipment. We will look for the potential implications that the existing conditions and the mechanical systems study might make on proposed work. We will photograph the building and site to help us assess the overall scope and to use for our review with other details that might have a bearing on new work and repairs.

- **ANALYZE INFORMATION**

Following the first site visit and data collection, our group will identify a preliminary scope of work for review with City representatives. We anticipate that some of the work will have to be phased, such as moving staff during construction of certain parts of the project, and this will be confirmed with City Staff and documented. Phased work will influence the overall budget and the preparation of any future bid plan set. A preliminary meeting to review this effort will be held with designated City Staff prior to our initial development of design options. WPE will analyze the mechanical and electrical systems presented in the Michael's study as well as develop an additional hybrid system as outlined in the SOQ and discussed during the interview. Specifically, WPE will explore an option that takes advantage of the favorable natural gas utility rates by utilizing a hot water system for perimeter heating in combination with a VRF system for cooling and supplemental heating.

- **REVIEW OPTIONS**

WHA and WPE will meet with City representatives to review the various options for the MEP systems as well as the preliminary findings of other potential improvements to the City Hall including First Floor remodeling, ADA improvements, and other potential improvements. Based on the results of this meeting, WHA will proceed with the development of preliminary plans and cost opinions.

- **PRELIMINARY PLAN DEVELOPMENT**

Once the scope of work is confirmed by the City, our team will develop a preliminary plan set based on the approved scope documenting required repairs and sequence of work. A corresponding cost opinion will be developed and reviewed with City staff prior to moving into the next phase of the project.

- **FINAL REPORT AND PRESENTATION**

When the report is completed, a written summary of our findings will be made along with drawings showing the work to be completed, phasing, and associated cost opinions. We will present this summary to the City Council and make recommendations at that time for the next phase of work.

**SERVICES NOT INCLUDED:**

Services not included in this Proposal include but are not limited to the following, however said services could be included as an Additional Service if so requested:

1. Testing or identification of the presence of hazardous materials.
2. Preparation of 3D digital presentation renderings.
3. Additional design or redesign required due to the discovery of unknown or unexpected conditions during the completion of the project including, but not limited to, the discovery of hazardous or deteriorated materials or other similar conditions.
4. Additional design or redesign required due to a change in Use and Occupancy Classifications.
5. Additional design or redesign after bids are received to conform to Owner's budget.
6. Testing of any construction materials.
7. During the construction of the Project, WHA shall in no way be responsible for or have control over or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction of the project.



## TERMS AND CONDITIONS – CITY OF OTTUMWA, IOWA

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**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days’ written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by WHA’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.

**Certification, Guarantees and Warranties:** WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

**Dispute Resolution:** Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



## TERMS AND CONDITIONS - CITY OF OTTUMWA, IOWA

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**Construction Means and Methods:** WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

**Construction Observation:** When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

**Adjustments, Changes or Additions:** It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

**Electronic Files:** The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.





**GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE MAY 3, 2020**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$192.00	\$290.00	Regular Rate
Principal Engineering Manager	\$160.00	\$245.00	Regular Rate
Engineering Manager	\$138.00	\$246.00	Regular Rate
Civil Engineer IV	\$119.00	\$186.00	Regular Rate
Civil Engineer III	\$110.00	\$171.00	Regular Rate
Civil Engineering Intern II	\$97.00	\$149.00	Regular Rate
Civil Engineering Intern I	\$91.00	\$126.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$91.00	\$186.00	Regular Rate
Engineering Intern	\$47.00	\$79.00	Regular Rate
Principal Architectural Manager	\$129.00	\$199.00	Regular Rate
Architect IV	\$116.00	\$180.00	Regular Rate
Architect III	\$107.00	\$164.00	Regular Rate
Architectural Intern II	\$94.00	\$145.00	Regular Rate
Architectural Intern I	\$78.00	\$120.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$78.00	\$180.00	Regular Rate
Prof. Land Surveyor Manager	\$107.00	\$164.00	Regular Rate
Prof. Land Surveyor IV	\$94.00	\$145.00	Regular Rate
Prof. Land Surveyor III	\$85.00	\$133.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$75.00	\$117.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$69.00	\$108.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$69.00	\$145.00	Regular Rate
Technician IV	\$78.00	\$123.00	1.3 x Regular Rate
Technician III	\$73.00	\$114.00	1.3 x Regular Rate
Technician II	\$63.00	\$101.00	1.3 x Regular Rate
Technician I	\$56.00	\$89.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$56.00	\$123.00	1.3 x Regular Rate
Survey Worker Foreman	\$81.00	\$126.00	1.3 x Regular Rate
Survey Worker	\$78.00	\$123.00	1.3 x Regular Rate
Administrative Assistant	\$47.00	\$95.00	1.3 x Regular Rate
SPP Administrative Assistant	\$47.00	\$95.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: April 6, 2021

Engineering Department  
Department

Alicia Bankson  
Prepared By  
Darryl Seal  
Department Head

[Signature]  
City Administrator Approval

**AGENDA TITLE:** Resolution #78-2021. Approving Change Order #1 and accepting the work as final and complete for the Fox Sauk & North Court Intersection Project.

\*\*\*\*\*

**\*\*Public hearing required if this box is checked. \*\***

**\*\*The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.\*\***

**RECOMMENDATION:** Pass and adopt Resolution #78-2021.

**DISCUSSION:** This project enlarged the intersection radius, added a paved shoulder and panel replacement on North Court Street at the North Court and Fox Sauk Road intersection. The improvements allowed the intersection to better accommodate semi traffic turning movements.

Change Order #1 consisted of a decrease of \$7,522.50 for the decrease in quantity adjustments.

Original Contract Amount	\$ 151,095.00
Change Order #1	\$ <u>(7,522.50)</u>
New Contract Sum	\$ 143,572.50
Amount paid to date	\$ <u>134,018.87</u>
Final Payment	\$ 9,553.63

TK Concrete, Inc. of Pella, Iowa has completed the above referenced work according to the plans and specifications. This will authorize payment and release all retainage.

Funding:  
USDA Rural Business Development Grant - \$142,347.00

Source of Funds: USDA RBDG

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #78-2021

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE FOX SAUK & NORTH COURT INTERSECTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on August 18, 2020 with TK Concrete, Inc. of Pella, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreased the contract amount by \$7,522.50, resulting in a new contract sum of \$143,572.50; and

WHEREAS, All work has been finished and the project is now completed in accordance with the plans and specifications

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Fox Sauk and North Court Intersection Project is hereby accepted as complete and authorization to make final payment to TK Concrete, Inc. of Pella, Iowa in the amount of \$9,553.63 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6<sup>th</sup> day of April, 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk

**Section 640**  
**CHANGE ORDER**

Project: Fox Sauk - North Court Intersection

To Contractor: TK CONCRETE INC.

Change Order Number: 1

The Contract is changed as follows:

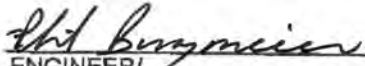
	DATE
Subgrade Preparation	-\$2,000.00
Excavation, Below Grade Core out	-\$4,600.00
Erosion Control - Silt Fence and Filter Sock	-\$1,000.00
Erosion Control - Silt Fence and Filter Sock Removal	-\$500.00
Class A Crushed Stone/Granular Surfacing Shoulder	\$577.50
	\$0.00
	\$0.00
Total:	(\$7,522.50)

Base bid amount \$151,095.00

**NEW PROJECT TOTAL \$143,572.50**

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$151,095.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$151,095.00</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$7,522.50)</u>
The new Contract Sum including this change order	<u>\$143,572.50</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

01-11-2021  
DATE

TK CONCRETE INC.  
CONTRACTOR

BY

1/11/2021  
DATE

PM  
TITLE

**SECTION 630  
PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa                      PROJECT: Fox Sauk - North Court Intersection                      PAY REQUEST NO. 3  
FROM CONTRACTOR: TK CONCRETE INC.                      PAY PERIOD: 1-Apr-21                      Final

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	\$151,095.00
2. Net change by Change Orders	(\$7,522.50)
3. Contract Sum to Date (Line 1 ± Line 2)	\$143,572.50
4. Total Completed and Stored to Date	\$143,572.50
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$143,572.50
7. Less Previous Payments	\$134,018.87
8. Current Payment Due	\$9,553.63

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: TK Concrete Inc                      DATE: 4-1-2021  
BY: [Signature]                      TITLE: Accountant

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

[Signature]  
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$9,553.63  
DATE: 04-01-2021

# OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

January 11, 2021

TK Concrete Inc.  
1608 Fifield Rd.  
Pella, Ia 50219-7862

RE: Fox/Sauk and North Court Intersection

In reference to Seeding and Fertilizing, the following agreement is made:

- 1) The Contracting Authority (City of Ottumwa) has made payment for this project in full.
- 2) The Contractor (TK Concrete, Inc.) agrees to return and reseed as soon as weather permits.

  
City Engineer

  
TK Concrete, Inc

City of Ottumwa, Engineering Department  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0680 Fax 641-683-0692

6:17  
6pm

**Citizen Input Request Form**

4-10-21  
Council Meeting Date

Name: JOHN FENNER

Address: 407 EIMDAL AVE

Item No. to Address: \_\_\_\_\_  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

A SHELTER FOR MEN IN OTTUMWA  
I HAVE TALKED TO THE GOV ABOUT IT MY  
STATE REP + SENATOR SO I ASK YOU  
HELP \*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.